

EXHIBIT "E"



Moburg, Seaton & Watkins
2033 Sixth Avenue, Suite 826
Seattle, WA 98121
(206) 622-3110
www.moburgreporting.com

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

MARK PHILLIPS,)
)
 Plaintiff,)
)
vs.) No. 13-2-07233-5 SEA
)
CHAD and ELIZABETH RUDKIN,)
STEPHEN JAMES SCHWEICKERT, and) DEPOSITION UPON ORAL
JOHN and JANE DOES 1 THROUGH) EXAMINATION
4,,) OF
) ELIZABETH RUDKIN
 Defendants.)
)
)
MARK PHILLIPS,)
)
 Plaintiff,)
)
vs.)
)
STEPHEN JAMES SCHWEICKERT,)
HUNTS POINT VENTURES, INC. and)
HUNTS POINT VENTURE GROUP,)
LLC,)
)
 Defendants.)

9:34 a.m.

March 19, 2014

2033 Sixth Avenue, Suite 826

Seattle, Washington

Kellie A. Smith, CCR, RPR, CRR



1 APPEARANCES

2 FOR THE PLAINTIFF:

4 REED YURCHAK
5 Attorney at Law
LAW OFFICE OF REED YURCHAK
6 40 Lake Bellevue Drive
#100
7 Bellevue, Washington 98005
yurchaklaw@gmail.com.

8 MARK PHILLIPS, PLAINTIFF

10

11 FOR THE DEFENDANTS:

12 RYLAN S. WEYTHMAN
13 Attorney at Law
FOSTER PEPPER PLLC
14 1111 Third Avenue
Suite 3400
15 Seattle, Washington 98101
WEYTR@FOSTER.COM

16

17

18 COURT REPORTER:

19 KELLIE A. SMITH, CCR, RPR, CRR
MOBURG, SEATON & WATKINS
20 2033 SIXTH AVENUE
SUITE 826
21 SEATTLE, WASHINGTON 98121

22

23

24

25



1	I N D E X	
2		
3	EXAMINATION BY:	PAGE
	MR. YURCHAK	6
4		
5	EXHIBIT INDEX	
6	EXHIBIT MARKED	PAGE
7	1 Hunts Point Ventures - Materials from Foster Pepper - Index	21
8	2 HPV Summary 2012 notes	45
9	3 Hunts Point Ventures, Inc. Joint Consent in Lieu of Annual Meeting of Shareholders and Directors	70
10		
11	4 Stock Subscription Agreement	85
12	5 Invoice from Newman Attorneys	108
13	6 Stock Redemption and Indemnification Agreement	111
14		
15	7 Intellectual and General Intangible Property Purchase and Sale Agreement	124
16	8 Secured Promissory Note, dated January 14, 2013	130
17		
18	9 Share Purchase Agreement, Hunts Point Ventures, Inc. - Steve Schweickert	132
19		
20	10 Security Agreement	137
21		
22	11 Email titled, "FW: HPV note and security agreement."	154
23		
24	12 Email titled, "Promissory Note and Security Agreement."	174
25		
23	13 HPV Corporate Notes 2012 - Elizabeth Rudkin	176
24		
25	14 Email titled "Share DropBox."	194
25	15 Durable Power of Attorney for Asset	205



		Page 4
1	Management	
2	16 Declaration of Yvonne Phillips Acknowledging Receipt of Various Personal Items of Plaintiff Mark Phillips	205
3		
4	17 Email titled "FW: Extension of plea offer deadline"	209
5		
6	18 HPV, Inc., General Ledger, 2/19/2013	211
7	19 Photocopy of check from Sandy L. Hoover payable to Hunts Point Ventures, Inc.	215
8		
9	20 Bank of America bank statement for Hunts Point Ventures Inc.	215
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		



1 ELIZABETH RUDKIN, witness herein, having been
2 duly sworn by the Certified
3 Court Reporter, testified
4 under oath as follows:

5

6 MR. WEYTHMAN: Counsel, at the onset I'd
7 like to just read something for the record.

8 In light of events that occurred during the
9 deposition of Mrs. Rudkin's husband, I would like to
10 reiterate that the scope of this deposition is limited
11 to those subject areas relevant to your client's claims
12 and to questions reasonably likely to lead to
13 discoverable evidence. Questions and/or exhibits that
14 focus on topics of a strictly personal nature, such as
15 the death of my client's young daughter, are not only
16 far outside the scope of permissible discovery, but they
17 are patently distasteful. Should you continue to engage
18 in such inappropriate behavior, I will instruct my
19 client not to answer, and I will terminate this
20 deposition immediately.

21 Go ahead.

22 MR. YURCHAK: I guess, for the record, I
23 hope the understanding was there was no intent to raise
24 the subject matter of the personal nature that was in
25 that call. It was just that the relevant subject matter



1 was intertwined with the personal subject matter in that
2 call. And my questions did not go towards any of the
3 personal subject matter raised in that call.

4

5 EXAMINATION

6 BY MR. YURCHAK:

7 Q. Good morning.

8 A. Good morning.

9 Q. My name is Reed Yurchak. I'm the attorney
10 for Mark Phillips. We're here today to take your
11 deposition. Have you been deposed before?

12 A. No.

13 Q. And I would like to go over some ground rules
14 so you have an understanding of the process and the
15 procedure. I'll be asking you questions. My questions
16 and answers will be recorded by the court reporter.
17 Therefore it's important that any answers be verbal, and
18 not nonverbal, shake of the head, or like "mm-hm," that
19 people sometimes do. Is that okay?

20 A. Yes.

21 Q. Since it's also being recorded, it's
22 important that we don't talk over each other, that I
23 finish my question before you answer, and likewise, that
24 I don't start asking a question before you have finished
25 your answer. Is that understood?

Page 7

1 A. (Witness nods head affirmatively).

2 Q. You just took an oath to tell the truth. Do
3 you understand that this oath is the same oath that
4 would -- that you would take in a court of law, and the
5 meaning is the same?

6 A. I do.

7 Q. Breaks are permitted during a deposition. If
8 you ever feel like you would like one, please simply so
9 indicate. But please don't take a break during the line
10 of questioning or answering. During the deposition
11 you're permitted to talk to your attorney and seek
12 advice with respect to matters of privileged
13 communications. Privileged communication under the law
14 is something that only you and your attorney have
15 shared. Otherwise, you're not permitted to seek advice
16 or consult with your attorney on how to answer a
17 question. Do you understand that?

18 A. I do.

19 Q. Because it's critical that the record reflect
20 that your answers are full and complete and made with
21 your complete awareness, I'd like to ask if you're under
22 any sort of medications or drugs that may influence your
23 cognitive ability, your ability to understand me, and to
24 answer questions?

25 MR. WEYTHMAN: Objection. Calls for a



1 legal conclusion, calls for her opinion.

2 Q. (BY MR. YURCHAK) Are you under any sort of
3 medications that may affect your ability to participate
4 today in this deposition?

5 A. No.

6 Q. Are you currently sick?

7 A. No.

8 Q. Is there any reason why you could not give
9 complete and accurate testimony today?

10 A. No.

11 Q. For the record, would you please state your
12 full name?

13 A. Elizabeth Ann Rudkin.

14 Q. And where do you currently reside?

15 A. In Bonney Lake.

16 Q. Do you have any plans to move within the next
17 year?

18 A. Not that I know of.

19 Q. Starting with postsecondary education, can
20 you explain where you went to school?

21 MR. WEYTHMAN: Objection. Vague.

22 THE WITNESS: Where did I go to school
23 after high school?

24 Q. (BY MR. YURCHAK) Yes.

25 A. I went to Washington State University.



1 Q. Okay. And did you graduate from there?

2 A. I did.

3 Q. And what degree did you receive?

4 A. International business.

5 Q. Okay. And did you have -- you said
6 international business. Was that the specialty that you
7 received in the business degree?

8 MR. WEYTHMAN: Objection. Leading.

9 Vague. What do you mean, "specialty"?

10 Q. (BY MR. YURCHAK) Would you agree that a
11 business degree could have different specialties?

12 MR. WEYTHMAN: Objection. Vague. What
13 do you mean by "specialty"?

14 Q. (BY MR. YURCHAK) Would you agree that a
15 business degree may have different specialties?

16 A. No. That was the name of the degree.

17 Q. Did you have any -- did you acquire any
18 education in corporate finance?

19 A. A course.

20 Q. Did you acquire any education in your degree
21 in accounting?

22 A. I took a course.

23 Q. How many courses?

24 A. I can't recall.

25 Q. Did you acquire any education in marketing?

1 A. Again, I took a course.

2 Q. Okay. And did you receive any education
3 after Washington State University?

4 A. I studied Italian in Italy at the university.

5 Q. Which university did you go to in Italy?

6 A. It was in Italy. It was -- I can't remember
7 the name of the university. It wasn't an Italian
8 university. It was an American university in Italy.

9 Q. Okay. How long were you there at that
10 institution?

11 A. I can't be sure.

12 Q. Did you receive any sort of certification or
13 degree?

14 A. No.

15 Q. And any further education after that?

16 A. Nothing where I earned a degree.

17 Q. Was there any sort of courses that you took
18 related to any -- where you may have received any sort
19 of type of certification?

20 A. Are you talking relevant to business?

21 Q. No. Anything.

22 A. Sure.

23 Q. What was that?

24 A. I'm a ski instructor.

25 Q. Okay.

Page 11

1 A. I have a ski instructor certification.

2 Q. That required you to take courses to receive
3 that certification?

4 A. Yes.

5 Q. Any other types of certifications that you've
6 received?

7 A. Human-animal interaction courses.

8 Q. Okay. And what was that certification
9 related to?

10 A. It's related to non-profit work.

11 Q. Okay. Are you associated with a non-profit?

12 A. I'm associated with several non-profits.

13 Q. What are those non-profits?

14 A. I prefer not to answer. I feel like in the
15 past, my answers for personal information have been
16 sabotaged. So is it important that you have that
17 information?

18 Q. I guess all I can say is that you're free --
19 all I can do is ask you a question, and it's your choice
20 how to answer.

21 A. I'd prefer not to answer.

22 MR. WEYTHMAN: Counsel, can you
23 enunciate the relevance of asking Ms. Rudkin about her
24 non-profit associations?

25 MR. YURCHAK: I think it's a fairly

1 standard questioning to inquire into a person's both
2 educational and work background, whether it's a
3 non-profit or for profit.

4 MR. WEYTHMAN: Well, we'll object as to
5 relevance. Go ahead and answer the question.

6 MR. YURCHAK: And, again, you can answer
7 however you like. I mean...

8 THE WITNESS: I do volunteer work for a
9 variety of non-profit organizations. Camp Korey, Run of
10 Hope, Peyton's Ranch. There's another one through
11 Children's Hospital. I can't recall the exact name.

12 Q. (BY MR. YURCHAK) What type of functions do
13 you perform in those non-profits?

14 MR. WEYTHMAN: Objection. Ambiguity.
15 What do you mean by "functions"?

16 Q. (BY MR. YURCHAK) Are you working in -- I
17 assume are you volunteering your time?

18 A. I am.

19 Q. How are you volunteering your time,
20 performing what sort of functions?

21 MR. WEYTHMAN: Objection. Compound.

22 THE WITNESS: Each role is different at
23 each organization.

24 Q. (BY MR. YURCHAK) Do you ever work in the
25 business office for any of the non-profits?

1 MR. WEYTHMAN: Objection. Leading.

2 THE WITNESS: I'm not exact on what you
3 mean by "business office." I have worked in intake for
4 patient intake.

5 Q (BY MR. YURCHAK) Okay. Were you ever in the
6 role of managing the business affairs of any of the
7 non-profits?

8 A. No.

9 MR. WEYTHMAN: Objection, vague.

10 Q (BY MR. YURCHAK) No?

11 A. No.

12 Q. And after Italy -- well, I should just ask,
13 after you received your degree in international
14 business, what was your first paid employment position?

15 A. I was a front desk clerk at the Adventure
16 Travel Center.

17 Q. Where was that?

18 A. On Caserma Ederle in Vicenza, Italy.

19 Q. And how long did that last approximately?

20 A. I can't be sure. Several months. And then I
21 was promoted.

22 Q. Okay. And what were you promoted to?

23 A. Program coordination.

24 Q. How long did you stay in that role?

25 A. Throughout the rest of my time there.

1 Q. And when did your time end there?

2 A. Summer of 2001.

3 Q. Okay. And what was your next employment, or
4 what was your next position that was paid?

5 MR. WEYTHMAN: Objection.

6 Unintelligible.

7 Q. (BY MR. YURCHAK) What was your next
8 employment position for which you received compensation?

9 A. I worked for a non-profit in Lawton,
10 Oklahoma.

11 Q. You received compensation for that?

12 A. I did.

13 Q. How long did that last?

14 A. I can't be sure.

15 Q. What was your -- what was your position
16 there?

17 A. I was hired as an assistant. I moved on to
18 become their health and safety officer, and the employee
19 assistance program manager.

20 Q. What kind of duties did you perform as a
21 health and safety officer?

22 A. Inspections on various locations.

23 Q. Okay.

24 A. Relating to health and safety.

25 Q. And after that position, what was your next

1 paid employment job?

2 A. We moved to Redding, California, and I worked
3 for OptionCare, a home infusion pharmacy, and I was the
4 supply department manager, I think was my title.

5 Q. And what kind of duties did you perform in
6 that role?

7 A. Managing, ordering of products, medications,
8 supplies; ensuring delivery of medications and supplies
9 to patients.

10 Q. Okay. Were you involved in any accounting
11 functions at that role?

12 MR. WEYTHMAN: Objection. Vague. What
13 do you mean by "functions"?

14 Q (BY MR. YURCHAK) Were you involved in any
15 accounting functions in that role?

16 A. I wasn't involved at the accountant level.

17 Q. And to what period of time does that get us
18 to now with you working at that position?

19 MR. WEYTHMAN: Objection. Vague.

20 Unintelligible.

21 Q (BY MR. YURCHAK) Do you recall what year you
22 stopped working there?

23 A. 2004.

24 Q. Okay. And I think I mentioned -- I think I
25 heard you use the word, "We moved to Redding." Who in



1 reference was "we" to?

2 A. My husband.

3 Q. And who's your husband?

4 A. Chad Rudkin.

5 Q. And how long have you been married?

6 A. Since 1998.

7 Q. And so where did you go -- what was your next
8 position after the job in Redding?

9 A. Mother.

10 Q. Okay. How long did that last?

11 A. Strange question.

12 Q. That is a strange question. How long -- what
13 period of time passed -- let me rephrase that. After
14 becoming a mother, did you have a paid employment
15 position?

16 A. I did.

17 Q. And what was that first position?

18 A. I worked for J&M Management.

19 Q. Okay. And what does J&M Management do?

20 A. We manage homeowner associations.

21 Q. And what was your role there?

22 A. I was an account manager.

23 Q. And what does that mean?

24 A. I managed homeowner associations.

25 Q. What kind of functions did you perform in

1 managing homeowner associations?

2 A. I attended board meetings. I ensured that
3 the homeowners' associations was in compliance with
4 their CC&Rs.

5 Q. Would you agree that you have some
6 familiarity with the -- with how organizations run board
7 meetings?

8 MR. WEYTHMAN: Objection.

9 Mischaracterizations the witness's testimony. Leading.

10 THE WITNESS: Can you repeat?

11 Q. (BY MR. YURCHAK) Would you agree that you
12 have some familiarity with how organizations or how a
13 company conducts board meetings?

14 A. Limited. As it were, per homeowners'
15 associations, is run by homeowners who don't necessarily
16 have proper knowledge of how to run a board meeting. So
17 I would answer that as limited.

18 Q. Okay. Were you ever involved in any other
19 company's board meetings, other than Hunts Point
20 Ventures?

21 MR. WEYTHMAN: Objection. Assumes facts
22 not in the record.

23 THE WITNESS: Not that I remember.

24 Q. (BY MR. YURCHAK) Okay. And what period of
25 time were you at J&M Management?



1 A. I can't be -- I can't be sure.

2 Q. Can you recall approximately what year that
3 position terminated?

4 A. I believe it was the spring of 2010.

5 Q. Okay. And did you have any paid employment
6 positions following J&M?

7 A. I've been paid to be a ski instructor.

8 Q. Okay. And when was that?

9 A. I was paid in 2012 and 2013 and 2014.

10 Q. Okay. And have you had any other positions
11 other than -- any other employment positions from which
12 you received compensation besides what you've already
13 mentioned?

14 A. I don't believe so.

15 Q. Okay. Prior to Hunts Point Ventures, have
16 you ever served as a corporate officer in any company?

17 MR. WEYTHMAN: Objection. Foundation.

18 Assumes facts not in the record.

19 THE WITNESS: Are you asking prior to my
20 becoming an officer?

21 Q (BY MR. YURCHAK) Prior to any involvement in
22 Hunts Point Ventures, did you ever serve in any capacity
23 as a corporate officer with any company?

24 MR. WEYTHMAN: Objection. Vague. What
25 do you mean by "involvement"?

1 MR. YURCHAK:

2 THE WITNESS: Not prior to any
3 involvement.

4 Q. Prior to your involvement in Hunts Point
5 Ventures, have you ever been a shareholder of any
6 private company?

7 MR. WEYTHMAN: Objection. Vague. What
8 do you mean by "involvement"?

9 Q. (BY MR. YURCHAK) Have you ever been a
10 shareholder of any private company prior to Hunts Point
11 Ventures?

12 A. No.

13 MR. WEYTHMAN: Objection. Compound.
14 There's still the question pending.

15 MR. YURCHAK: Okay. I will strike the
16 question that was pending.

17 Q. (BY MR. YURCHAK) Have you ever been involved
18 in organizing the accounting books for any company prior
19 to Hunts Point Ventures?

20 MR. WEYTHMAN: Objection. Vague. What
21 do you mean by "prior to Hunts Point Ventures"?

22 THE WITNESS: Can you be more clear
23 about the timing?

24 Q. (BY MR. YURCHAK) Prior to your involvement in
25 Hunts Point Ventures, any point?

Page 20

1 A. Aside from personal finances, no.

2 Q. And with respect to personal finances, what
3 did you mean by that?

4 A. What did I mean by "personal finances"?

5 Managing our personal finances is what I meant.

6 Q. Okay. And how did you manage your personal
7 finances?

8 MR. WEYTHMAN: Objection. Can you
9 define why this is relevant?

10 MR. YURCHAK: It goes -- I believe it is
11 relevant.

12 Q. (BY MR. YURCHAK) What sort of things would
13 you do in managing your personal finances?

14 A. Pay bills.

15 Q. Would you prepare your own taxes?

16 A. I do.

17 MR. WEYTHMAN: Objection. Leading.

18 Q. (BY MR. YURCHAK) I'm sorry. I couldn't hear
19 your answer. And this may have been something he
20 advised you of. As you can tell, he's making frequent
21 objections, so it would be helpful to pause after a
22 question to let the objection be noted for the record.

23 I asked if you prepared your own taxes.

24 A. I do prepare our taxes.

25 Q. Okay. You don't have -- do you have -- is

1 that something that you've done for many years?

2 MR. WEYTHMAN: Objection. Ambiguous.

3 What do you mean by "many years"?

4 THE WITNESS: A few years.

5 Q (BY MR. YURCHAK) Okay.

6 A. I can't be specific as to how many.

7 Q. Does that mean that some years you did not
8 prepare your own taxes?

9 A. Yes.

10 Q. And would you use the services of an
11 accountant?

12 A. Yes.

13 Q. Okay. Were you ever involved in preparing or
14 helping to prepare the taxes for any of the non-profit
15 organizations that you mentioned?

16 A. No.

17 (Exhibit No. 1 marked
18 for identification.)

19 Q. Now, what was your position in Hunts Point
20 Ventures?

21 MR. WEYTHMAN: Objection. Lacks
22 foundation. Assumes facts not in the record.

23 Q (BY MR. YURCHAK) Did you have any sort of
24 position at Hunts Point Ventures?

25 A. I did.

1 Q. And what was that position?

2 A. Corporate secretary.

3 Q. Did you hold any other positions?

4 A. I can't recall.

5 Q. Do you recall if you were the treasurer of
6 Hunts Point Ventures?

7 A. It's possible. I can't recall.

8 Q. Do you recall if you were the chief financial
9 officer of Hunts Point Ventures?

10 A. I believe I was.

11 Q. And you took some time to try to recollect if
12 you were the chief financial officer. Why is that? Why
13 did it take you time to recall if you were the chief
14 financial officer?

15 A. We were a very small entity operating as a
16 husband and wife.

17 Q. Mm-hm.

18 A. So it was a less formal environment.

19 Q. Okay. What did you understand your role to
20 be in that environment?

21 MR. WEYTHMAN: Objection. Vague.

22 Q. (BY MR. YURCHAK) What did you understand your
23 role to be with respect to Hunts Point Ventures in that
24 environment?

25 A. Can you give me a time frame you're referring

1 to?

2 Q. No. Just generally.

3 A. After becoming shareholders, my role was to
4 help manage HPV.

5 Q. Okay. And in what ways did you help manage
6 HPV?

7 A. I weeded through many documents and financial
8 information. Had a difficult time understanding what I
9 was looking at, so I sought professional guidance,
10 professional services to assist me.

11 Q. Now, you mentioned Hunts Point Ventures was a
12 small entity; is that correct?

13 A. Yes.

14 Q. Consisted of you and your husband; is that
15 correct?

16 A. If you're talking about the time --

17 Q. During the time of your involvement --

18 A. -- that we were involved, then yes.

19 Q. And you defined your role as trying to make
20 sense of the documents that were in the possession of
21 Hunts Point Ventures?

22 A. Correct.

23 Q. Was your husband involved at all with what
24 you were doing?

25 A. Yes.



1 Q. How so?

2 MR. WEYTHMAN: Objection. Calls for
3 speculation.

4 Q. (BY MR. YURCHAK) In terms of managing the
5 documents, how was Chad Rudkin involved?

6 MR. WEYTHMAN: Same objection.

7 THE WITNESS: I sought his guidance in
8 interpreting the documents.

9 Q. (BY MR. YURCHAK) Okay. Was he involved at
10 all in helping you manage the documents?

11 A. Yes.

12 Q. Okay. And he provided guidance in terms of
13 what something was?

14 MR. WEYTHMAN: Objection. Assumes facts
15 not in the record. Mischaracterizes the witness's
16 testimony.

17 Q. (BY MR. YURCHAK) Helped you make sense to
18 understand what something might be; is that correct?

19 A. Yes.

20 Q. Okay. And why did you seek -- let me go
21 back.

22 Now, the exhibit in front of you, do you
23 recognize -- can you identify this exhibit?

24 A. Not sure.

25 Q. Are you familiar with any of the items listed

1 in this exhibit?

2 MR. WEYTHMAN: Objection. Vague.

3 Q. (BY MR. YURCHAK) As you look at it, you can
4 ignore the yellow highlights. It has no significance.

5 A. Looks to be a list of HPV-related contents.

6 Q. Did you -- are you familiar with these items?

7 A. Without reading through each one, they look
8 familiar.

9 Q. And how is it that you're familiar with them?

10 A. They look like a list of documents that
11 belonged to HPV.

12 Q. Okay. And do these documents -- can you
13 represent that these documents are the corporate
14 documents of Hunts Point Ventures?

15 A. If this is a list of the documents that I put
16 into a box that was then transferred to the
17 receivership, then those are the documents that I had in
18 my possession.

19 Q. Okay. So at some point in time, you
20 assembled all of the documents of Hunts Point Ventures
21 to provide to the receiver; is that correct?

22 A. No.

23 Q. No?

24 A. That is not correct.

25 Q. What is correct? What did you do after

Page 26

1 assembling the documents of Hunts Point Ventures?

2 MR. WEYTHMAN: Objection. Assumes facts
3 not in the record. Mischaracterizes the witness's
4 testimony.

5 Q. (BY MR. YURCHAK) You stated that you
6 assembled the documents of Hunts Point Ventures; is that
7 right?

8 MR. WEYTHMAN: Objection.

9 Mischaracterizes the witness's testimony.

10 THE WITNESS: Can you be more specific
11 about what you're asking?

12 MR. YURCHAK: Could you read back her
13 answer when she said she assembled the documents to be
14 delivered to the receiver?

15 (Answer on Page 25,
16 Lines 14 through 17,
17 read by the reporter.)

18

19 Q. (BY MR. YURCHAK) So those documents that you
20 referred to in that answer, were those the entirety of
21 the corporate documents of Hunts Point Ventures?

22 A. I can't be sure.

23 Q. Why can't you be sure?

24 A. Because I didn't prepare the documents to be
25 sent to receivership.



1 Q. Who prepared the documents to be sent to the
2 receiver?

3 A. They weren't prepared to be sent to the
4 receivership. They were prepared for the purpose of
5 putting them in one place.

6 Q. Who prepared them?

7 A. I did.

8 Q. And you said they were prepared for the
9 purpose of putting them in one place?

10 A. Yes.

11 Q. What do you mean by that?

12 A. A location in my office.

13 Q. Okay. And where is that office?

14 A. At my home.

15 Q. And did you prepare those documents for that
16 purpose?

17 MR. WEYTHMAN: Objection. Vague.

18 Ambiguous.

19 THE WITNESS: For what purpose?

20 Q. (BY MR. YURCHAK) Of keeping them in one
21 place.

22 A. Yes, I did.

23 Q. So you accomplished your task?

24 A. I wouldn't say it was accomplished. It
25 wasn't complete.

1 Q. How do you know it's not complete?

2 A. Because I never intended for it to be
3 complete. It was for the purpose of putting the
4 documents that I had that were loose into one place.

5 Q. Did you ever have any intent to create a
6 complete list of corporate documents for Hunts Point
7 Ventures?

8 A. I intended to, yes.

9 Q. Did you ever -- were you ever able to do
10 that?

11 A. I was not.

12 Q. Why is that?

13 A. As I dug through the material, I wasn't able
14 to make complete sense of the materials that I had in my
15 possession.

16 Q. In what way could you not make sense of it?

17 MR. WEYTHMAN: Objection. Vague.

18 Q. (BY MR. YURCHAK) Are you able to clarify your
19 answer in what way you could not make sense of the
20 information?

21 A. I needed further clarification to identify
22 documents in my possession.

23 Q. Do you feel that the problem you were having
24 was in identifying documents, or was the problem you
25 were having in making sure you had all the documents of

1 the corporation?

2 MR. WEYTHMAN: Objection. Leading.

3 Argumentative.

4 THE WITNESS: Can you re-ask that?

5 Q (BY MR. YURCHAK) I think you stated that
6 you're not sure if the documents were the complete
7 corporate records of Hunts Point Ventures. Is that
8 correct?

9 A. That's correct.

10 Q. What's the basis of your knowledge that it
11 was not a complete set of corporate records for Hunts
12 Point Ventures?

13 MR. WEYTHMAN: Objection.

14 Mischaracterizes the witness's testimony.

15 THE WITNESS: There were gaps in
16 information that I didn't know the answers to.

17 Q. (BY MR. YURCHAK) Did it appear to you as if
18 documents were missing?

19 MR. WEYTHMAN: Objection. Calls for
20 speculation.

21 THE WITNESS: I couldn't be sure.

22 Q (BY MR. YURCHAK) Do you feel it was part of
23 your duties as secretary of Hunts Point Ventures to make
24 sure the corporate records of Hunts Point Ventures were
25 complete?



1 MR. WEYTHMAN: Objection. Calls for
2 legal conclusion.

3 THE WITNESS: I was attempting to get
4 the legal and corporate records complete.

5 Q (BY MR. YURCHAK) And I think you stated that
6 you felt you were not able to do so; is that correct?

7 A. No. Let me rephrase. I was in the process
8 of attempting to do so.

9 Q. Why were you not able to complete that
10 process?

11 MR. WEYTHMAN: Objection. Asked and
12 answered.

17 Q (BY MR. YURCHAK) Okay. And was it because
18 you retained professional services that you were not
19 able to complete your review of the corporate records of
20 Hunts Point Ventures?

21 MR. WEYTHMAN: Objection.

22 Mischaracterizes the witness's testimony.

23 THE WITNESS: We hadn't completed our
24 process of working together.

25 Q (BY MR. YURCHAK) What kept you and Clark

1 Nuber from completing the process of working together?

2 A. I can't say. It simply didn't have enough
3 time to complete the process.

4 Q. Would you then say that the process was left
5 not complete?

6 A. Yes.

7 Q. Did you take any steps, realizing that the
8 process was not complete, to complete the process?

9 A. Yes.

10 Q. What were those steps that you took?

11 A. We hired Clark Nuber's legal accounting team
12 to aid in assisting and interpreting documentation.

13 Q. Okay. And what was the result of that?

14 A. It was open-ended.

15 Q. And what do you mean by that?

16 A. We never -- at the time I was -- had an
17 active role in HPV. We didn't complete the accounting
18 process because we didn't have final answers and
19 conclusions regarding the transactions and documents in
20 our possession.

21 Q. Okay. Would you agree -- okay. Did you ever
22 complete the process?

23 MR. WEYTHMAN: Objection. Asked and
24 answered. Also vague and ambiguous as to what the
25 process refers to.



Page 32

1 Q (BY MR. YURCHAK) Are you able to represent
2 that the corporate records of Hunts Point Ventures have
3 now been put into order?

4 MR. WEYTHMAN: Objection. Vague and
5 ambiguous. Is counsel asking if she has the physical
6 ability to represent?

7 THE WITNESS: I can't confirm that the
8 corporate records were in perfect order.

9 Q (BY MR. YURCHAK) Okay. Was Clark Nuber --
10 okay. At some point -- I believe you said you could not
11 complete the process because there was gaps in the
12 information that you needed to provide to Clark Nuber;
13 is that correct?

14 A. Correct.

15 Q. What steps did you take to try to fill in
16 those gaps? Define the information that was missing.

17 A. I reached out to those associated with HPV in
18 the past to ask questions and locate proper
19 documentation.

20 Q. Which people do you recall reaching out to?

21 A. Steve Schweickert.

22 Q. Any others?

23 A. John Du Wors, Mark, naturally Chad, because I
24 lived with him.

25 Q. Did you reach out to Sandy Hoover?



1 A. No.

2 Q. Did you reach out to Jennifer Schweickert?

3 A. Yes.

4 Q. In what ways?

5 A. We telephoned her. We invited her to a
6 shareholder meeting to help us identify contracts and
7 understand transactions made prior to our being
8 shareholders or officers of HPV.

9 Q. Do you recall why you needed to reach out to
10 her?

11 A. Yes. We needed clarification on the
12 transactions she made with Steve.

13 Q. Do you recall why you needed the
14 clarification?

15 A. Because we didn't have any documenting
16 evidence of any transactions.

17 Q. Did you understand at that time that she had
18 given money to Hunts Point Ventures?

19 MR. WEYTHMAN: Objection. Leading.

20 THE WITNESS: I saw in the financial
21 records a deposit had been made.

22 Q. (BY MR. YURCHAK) Okay. And were you able --
23 prior to reaching out to her, were you able to find any
24 supporting documentation for that deposit?

25 A. No.



1 Q. Did you ever find or were provided with any
2 supporting documentation for that transaction?

3 A. "Ever" meaning up until this very moment,
4 yes. At the time I was attempting to put the
5 transactions together for accounting and financial
6 reasons, I did not.

7 Q. Okay. Did you ever ask Steve Schweickert
8 about that transaction?

9 A. I did.

10 Q. And do you recall what he said about it?

11 A. Not exactly.

12 Q. Did you ever ask why there was no supporting
13 documentation in the records that you had?

14 A. Yes.

15 Q. Do you recall his answer?

16 A. I don't.

17 Q. Were there -- do you recall how many -- were
18 there any other -- well, now, do you recall how you
19 instructed Clark Nuber to book the Jennifer Schweickert
20 transaction?

21 MR. WEYTHMAN: Objection. Leading.

22 Assumes facts not in the record. Vague. Ambiguous.

23 THE WITNESS: I don't recall instructing
24 Clark Nuber. I handed them a whole stack of documents
25 and asked them to try to make sense of it.

1 Q. (BY MR. YURCHAK) Do you recall if you had
2 received the documentation regarding the Jennifer
3 Schweickert money at the time you handed it to Clark
4 Nuber?

5 A. Do I recall? Yes, I recall.

6 Q. Was that document -- or one of those
7 documents that was provided to Clark Nuber to make sense
8 of?

9 MR. WEYTHMAN: Objection.

10 Unintelligible. Assumes facts not in the record. Do
11 you understand the question?

12 THE WITNESS: Are you asking was
13 Jennifer Schweickert's transaction documentation
14 provided to Clark Nuber?

15 Q. (BY MR. YURCHAK) Yes.

16 A. I don't believe so.

17 Q. At any point in time was that documentation
18 regarding Jennifer Schweickert's transaction provided to
19 Clark Nuber?

20 A. I don't recall.

21 Q. At some point in time did you -- at what
22 point in time did you find -- at what point in time did
23 you acquire or see the documentation regarding Jennifer
24 Schweickert's transaction?

25 A. I don't remember at what point.



1 Q. Do you agree that you did at some point
2 review that documentation?

3 A. I have seen documentation, incomplete, not
4 signed, and a variety of documentation at that.

5 Q. Where did that documentation come from?

6 A. I believe it came from Steve Schweickert.

7 Q. Was it -- did you see it after you had
8 engaged Clark Nuber?

9 A. Yes.

10 Q. How much longer in time did you see it after
11 engaging Clark Nuber?

12 MR. WEYTHMAN: Objection.

13 Unintelligible.

14 THE WITNESS: I can't be sure.

15 Q (BY MR. YURCHAK) Did you make any effort to
16 provide that information to Clark Nuber?

17 A. I can't be sure.

18 Q. And why is that?

19 A. The documentation I saw was incomplete, and I
20 simply can't recall if we provided it to them or not
21 because I can't remember if I saw it while I was still
22 working with Clark Nuber.

23 Q. Do you feel you would have had an obligation
24 to accurately reflect the accounting of that money once
25 you acquired the documentation?

Page 37

1 MR. WEYTHMAN: Objection. Calls for
2 legal conclusion. Speculation.

3 THE WITNESS: I never had in my
4 possession legally signed contracts.

5 Q. (BY MR. YURCHAK) Do you recall what you had
6 -- what was in your possession?

7 A. At some point in time I had in my possession
8 two documents that appeared to be financial
9 transactions, both incomplete with signatures.

10 Q. Both incomplete with signatures?

11 A. Both incomplete, as in they did not have the
12 signatures.

13 Q. Are you -- is your testimony that those
14 documents were blank?

15 A. There was one --

16 MR. WEYTHMAN: Objection.

¹⁷ Mischaracterizes the witness's testimony.

18 Q. (BY MR. YURCHAK) I'm asking you to clarify
19 what you meant by --

20 A. I saw one signature on a contract.

21 O. Okay. And whose signature did you see?

22 A. Steve Schweickert's.

23 Q. And because of that you felt the
24 documentation was incomplete?

A. The documentation was incomplete, and there

1 were two documents.

2 Q. On the second to last page of Exhibit 1,
3 there are, on bullet points one, two, three, four, and
4 five, does that help refresh your recollection about the
5 documents that we're talking about?

6 A. I'm sorry, what page?

7 Q. The second to last page of Exhibit 1.

8 A. Which one?

9 Q. The fourth and fifth bullet point.

10 A. What are you asking?

11 Q. Does that help refresh your recollection
12 about the documents we're talking about?

13 A. No. Doesn't refresh anything.

14 Q. When you see on the fifth bullet point that
15 there's a promissory note between HPV and Jennifer
16 Schweickert that's unsigned an undated --

17 A. Yes, that's exactly what I read.

18 Q. Does that help refresh your recollection
19 about the documents that we're talking about?

20 MR. WEYTHMAN: Objection. Leading.

21 Argumentative.

22 Q. (BY MR. YURCHAK) When you reference the
23 document that was unsigned?

24 MR. WEYTHMAN: Lack of foundation.

25 Still don't know where this document came from.

Page 39

1 THE WITNESS: I'm not sure what you're
2 asking.

3 Q. (BY MR. YURCHAK) Do you see on bullet point 4
4 that there's a duplicate entry for promissory note,
5 joint participation agreement between HPV and Jennifer
6 Schweickert?

7 A. I do.

8 Q. Do you see that there's no notation that that
9 document was unsigned and undated?

10 A. I do.

11 Q. Given that you've provided these documents
12 for delivery to the receivership, what's your
13 explanation for why one entry notes that the document is
14 unsigned and undated but the other entry does not?

15 MR. WEYTHMAN: Objection.

16 Mischaracterizes the witness's testimony. Calls for
17 speculation. Lack of foundation. And any number of
18 other objections.

19 THE WITNESS: I didn't write this. I
20 can't be sure.

21 Q (BY MR. YURCHAK) You did testify that you --
22 these documents came from you; is that correct?

23 MR. WEYTHMAN: Objection.

24 Mischaracterizes the witness's testimony.

25 THE WITNESS: That's not true. I said

1 that it appears to be a list of documents.

2 Q (BY MR. YURCHAK) That what?

3 A. That went from -- from myself to Foster
4 Pepper, and it appears that this went from Foster Pepper
5 to the receivership.

6 Q. Okay.

7 MR. WEYTHMAN: Counsel, would this be a
8 good time to take a short break?

9 MR. YURCHAK: If you'd like one.

10 (Recess 10:29 to 10:34 a.m.)

11 Q. (BY MR. YURCHAK) We're back on the record.

12 Last question on the Schweickert note. At some point in
13 time, did you ever understand that the money provided by
14 Jennifer Schweickert to Hunts Point Ventures was in the
15 form of a loan?

16 MR. WEYTHMAN: Objection. Calls for
17 speculation.

18 THE WITNESS: I never saw supporting
19 documents that it was a loan. I understood it to be a
20 loan.

21 Q. (BY MR. YURCHAK) And how did you have that
22 understanding?

23 A. I have recollection of conversations about
24 seeking the loan.

25 Q. Seeking the loan? What did you mean by that?

1 A. I have recollection of a conversation with
2 Steve Schweickert seeking a loan from Jennifer
3 Schweickert.

4 Q. Oh. And do you remember what -- why Steve
5 Schweickert was seeking a loan from Jennifer
6 Schweickert?

7 MR. WEYTHMAN: Objection. Calls for
8 speculation.

9 THE WITNESS: I can't be sure of why
10 Steve was seeking a loan from Jennifer.

11 Q. (BY MR. YURCHAK) And do you recall ultimately
12 how Ms. Schweickert's money was booked with Hunts Point
13 Ventures?

14 MR. WEYTHMAN: Objection. Vague.

15 THE WITNESS: When I received the Hunts
16 Point Ventures' financial ledger, it didn't exist.
17 There were possibly five to ten transactions in the form
18 of what appeared to be a spreadsheet. That was it.

19 Q. (BY MR. YURCHAK) You said when you received
20 the ledger it didn't exist. What did you mean -- what
21 is it in reference to?

22 A. It would be the ledger. It was incomplete.

23 Q. So you received a ledger?

24 A. In the format of a piece of paper.

25 Q. Who did you receive that from?

1 A. Steve Schweickert.

2 Q. Okay. Ultimately, how was Jennifer
3 Schweickert's money booked on HPV's records?

4 A. It was not.

5 Q. So is your testimony according to the final
6 documentation, as it exists today, of the corporate
7 records of Hunts Point Ventures, Jennifer Schweickert's
8 money is not booked?

9 MR. WEYTHMAN: Objection. Assumes facts
10 not in the record.

11 THE WITNESS: No. It's not accurate.

12 Q (BY MR. YURCHAK) My question, I thought, was
13 how was her money booked?

14 A. I believe you asked me when I received the
15 HPV information, how was the money booked.

16 Q. I was asking ultimately on the final -- when
17 the accounting was done, how was her money booked on the
18 records of Hunts Point Ventures?

19 MR. WEYTHMAN: Objection. Assumes facts
20 not in the record. Can you clarify what time frame
21 you're talking about? I think there's some confusion.

22 Q. (BY MR. YURCHAK) When the final accounting
23 was complete.

24 A. The final accounting was never complete.

25 Q. In whatever state the accounting is in today,



1 how's the money reflected?

2 MR. WEYTHMAN: Objection. Calls for
3 speculation.

4 THE WITNESS: I'm uncertain. I don't
5 have control over HPV accounting because it's in
6 receivership.

7 Q. (BY MR. YURCHAK) Okay. At the point you were
8 no longer involved in Hunts Point Ventures because of
9 the receivership, or in control of Hunts Point Ventures
10 because of the receivership, how was the money of
11 Jennifer Schweickert reflected on the books of Hunts
12 Point Ventures?

13 MR. WEYTHMAN: Objection. Ambiguous.

14 THE WITNESS: Again, it was never
15 complete.

16 Q. (BY MR. YURCHAK) And, again, what does "it"
17 refer to?

18 A. The general ledger.

19 Q. On the incomplete general ledger, does
20 Mrs. Schweickert's money appear?

21 MR. WEYTHMAN: Objection. Calls for
22 speculation.

23 THE WITNESS: When I last saw the
24 general ledger, yes.

25 Q. (BY MR. YURCHAK) Yes? Her money appeared



1 there?

2 A. Yes.

3 Q. Do you recall how it was reflected there?

4 A. As a loan.

5 Q. Was it ever booked on Hunts Point Ventures'
6 records as an investment?

7 A. No.

8 Q. So just to establish this current state of
9 Hunts Point Ventures' accounting records, your testimony
10 is that when you're -- prior to the receivership, the
11 records, accounting records, remained incomplete; is
12 that correct?

13 A. That's correct.

14 Q. And do you recall what time frame -- at what
15 point did you stop trying to make the records complete?

16 MR. WEYTHMAN: Objection. Assumes facts
17 not in the record. Mischaracterizes the witness's
18 testimony.

19 Q. (BY MR. YURCHAK) I assume the records were
20 never completed; correct?

21 A. Correct.

22 Q. So at what point in time did you stop trying
23 -- at what point in time were you no longer working to
24 try to make them complete?

25 A. At the point in time that HPV was turned over

1 to receivership.

2 Q. Do you recall when that was?

3 A. Not specifically.

4 Q. Is your testimony that you continued to work
5 on the accounting records of Hunts Point Ventures up
6 until that point in time?

7 A. Yes.

8 Q. Were the accounting records changing as you
9 were working on them?

10 MR. WEYTHMAN: Objection. Vague. What
11 do you mean by "changing"?

12 Q. (BY MR. YURCHAK) Were you making changes to
13 the records up until the point in time of the
14 receivership?

15 A. They were never in a state of completion to
16 change.

17 Q. Okay.

18 A. They were being categorized. We were
19 attempting to identify how to quantify transactions.

20 Q. Okay. And I understand that process of
21 quantifying what a transaction should be was never
22 complete; is that right?

23 A. Correct.

24 (Exhibit No. 2 marked
25 for identification.)



1 Q. Exhibit 2, can you identify this document?

2 A. It looks like my notes, my personal notes.

3 Q. Was it authored by you?

4 A. Offered how?

5 Q. Authored.

6 A. Authored?

7 Q. As in, like, did you create it?

8 A. It appears to be my notes that I created. I
9 can't be perfectly sure because it's been out of my
10 possession.

11 Q. Do you recall when you would have created
12 this?

13 A. At some point in time when I was involved
14 with HPV.

15 Q. Do you recall writing "HPV summary 2012" at
16 the top of the first page?

17 A. I don't specifically recall writing it. I
18 would imagine that I did.

19 Q. On the bottom footer of every page, do you
20 see the date, "August 29, 2012, by Elizabeth Rudkin"?

21 A. Sure.

22 Q. Would that date correspond in your memory to
23 when you may have authored this document?

24 A. It could correspond to when I created it or
25 it could correspond to when I last opened it. I'm

1 uncertain.

2 Q. Does your computer change the dates on
3 documents based on when you open them?

4 A. It depends on the setting on the document, so
5 I'm unsure.

6 Q. Was this document prepared in the ordinary
7 scope of business in Hunts Point Ventures?

8 MR. WEYTHMAN: Objection. Calls for
9 legal conclusion.

10 THE WITNESS: This document was prepared
11 for my own personal ability to make sense of the pile of
12 crap that I received from Steve Schweickert.

13 Q. (BY MR. YURCHAK) Is this a corporate document
14 of Hunts Point Ventures?

15 MR. WEYTHMAN: Objection. Calls for a
16 legal conclusion.

17 THE WITNESS: I don't know.

18 Q. (BY MR. YURCHAK) What was your answer?

19 A. In my personal opinion, I don't believe so.

20 Q. Was this document prepared for the purpose of
21 organizing the affairs of Hunts Point Ventures?

22 A. This document was prepared to allow for me to
23 -- make sense of Hunts Point Ventures.

24 Q. Okay. Was that for the purpose of -- in
25 helping you to understand Hunts Point Ventures, were you

1 furthering a corporate purpose?

2 MR. WEYTHMAN: Objection. Vague.

3 THE WITNESS: These were personal notes,
4 for myself.

5 Q (BY MR. YURCHAK) Okay. Did you keep this
6 document as a regular part of the Hunts Point Ventures'
7 records?

8 A. No.

9 Q. How did you keep this document?

10 A. In a file on my computer, labeled "notes."

11 Q. Okay. Was that kept separate and apart from
12 the Hunts Point Ventures' corporate records?

13 A. Yes.

14 Q. Does this document in front of you appear to
15 be an accurate copy of the documents of the notes that
16 were on your computer?

17 A. I can't say for sure.

18 Q. Why is that?

19 A. It appears similar.

20 Q. Okay. I'll ask you some questions on what's
21 written here. On the first page, under the fourth
22 heading, "financial summary," you note that all funds
23 are in a trust account with Newman and Du Wors. Is that
24 correct?

25 A. That's what I read.

1 Q. Were the funds -- what funds is that in
2 reference to?

3 MR. WEYTHMAN: Objection. Calls for
4 speculation.

5 THE WITNESS: It's hard to be a hundred
6 percent sure. I believe it's referring to Hunts Point
7 Ventures' funds.

8 Q (BY MR. YURCHAK) Would you have been writing
9 about some other matter when you were preparing this
10 document?

11 A. Unlikely.

12 Q. Now, you refer to a trust account. What is
13 your understanding of the trust account?

14 A. I understood that the attorneys had a
15 separate account that kept a specific quantity of money
16 for the purposes of paying for litigation, and that
17 happened that we didn't have a large quantity of money,
18 and so I believed that it was all in that account.

19 Q. Were those funds the corporate funds of Hunts
20 Point Ventures?

21 A. I believe so.

22 Q. And you said it was kept in a separate trust
23 account?

24 MR. WEYTHMAN: Objection,
25 mischaracterizes the witness's testimony.



Page 50

1 THE WITNESS: My intention for saying
2 separate was separate from whatever banking account
3 Newman Du Wors used. I'm new to the legal world so the
4 trust account was new to me.

5 Q. So your understanding was that Newman and Du
6 Wors used an account for themselves and had a separate
7 account for Hunts Point Ventures?

8 A. Well, yes.

9 Q. Your understanding was not that those two
10 accounts were the same?

11 A. I'm not sure I understand what you're asking.

12 Q. Was your understanding that the account you
13 mentioned of Newman and Du Wors used for themselves was
14 not the same account used for Hunts Point Ventures'
15 money?

16 A. I'm uncertain of that. I don't know how
17 attorneys manage money. I understood that Newman and
18 Du Wors had an account called a trust account that was
19 an HPV trust account, and that's where our money was
20 held.

21 Q. Okay. Did you have signing authority on that
22 HPV trust account?

23 MR. WEYTHMAN: Objection. Calls for
24 legal conclusion.

25 THE WITNESS: I don't recall.

1 Q (BY MR. YURCHAK) How would you have been able
2 to access funds from the Newman and Du Wors' HPV trust
3 account?

4 MR. WEYTHMAN: Objection. Assumes facts
5 not in the record.

6 THE WITNESS: I'm not sure that I ever
7 did.

8 Q. (BY MR. YURCHAK) Okay. What was your
9 understanding as to why the HPV account was set up with
10 Newman and Du Wors?

11 MR. WEYTHMAN: Objection. Calls for
12 speculation.

13 MR. YURCHAK: Let me strike that.

14 Q. (BY MR. YURCHAK) What was your understanding
15 as to why the bank account for Hunts Point -- did Hunts
16 Point Ventures have its own separate bank account at
17 that time?

18 A. At what time?

19 Q. At the time that we're talking about here,
20 when you write, "All funds are currently in a trust
21 account with Newman and Du Wors."

22 A. At that time, I believe the answer's no.

23 Q. What was your understanding as to why?

24 A. Steve Schweickert had opened an account for
25 HPV. I believe it didn't have very much funds in it, so

Page 52

1 we were accruing finance charges or empty account costs.
2 I can't recall the term of the charges, so they decided
3 to close it to avoid paying those fees. And so for a
4 period of time, all of the money was held at the trust
5 account of John Du Wors, Newman and Du Wors.

6 Q. And you said "they decided to close it." Who
7 was "they"?

8 A. I can't be exactly sure on the timing, but I
9 believe it was between Steve and Chad.

10 Q. Okay. How was Hunts Point Ventures able to
11 access its funds through the Newman and Du Wors'
12 account?

13 MR. WEYTHMAN: Objection. Calls for
14 speculation.

15 THE WITNESS: We didn't -- I believe the
16 only bills that were paid were to Clark Nuber from a
17 checkbook.

18 Q. (BY MR. YURCHAK) What do you mean by that,
19 "from a checkbook"?

20 A. Well, I don't recall that we had reason to
21 access those funds for any purpose.

22 Q. Are you saying that Hunts Point Ventures had
23 no purpose to access its funds?

24 MR. WEYTHMAN: Objection.

25 Mischaracterizes the witness's testimony.



Page 53

1 THE WITNESS: No. The majority of our
2 operational costs were associated with litigation that
3 would naturally flow from the trust account to pay the
4 attorneys for their work.

5 Q (BY MR. YURCHAK) Okay. Is that the
6 explanation for why Hunts Point Ventures kept its
7 account with Newman and Du Wors?

8 A. Yes. For that period of time.

9 Q. For that period of time I thought you said
10 that the only transactional costs were related to not
11 wanting to incur account maintenance fees?

12 MR. WEYTHMAN: Objection.

13 Unintelligible. Assumes facts not in the record.

¹⁴ Mischaracterizes the witness's testimony.

15 Q. Was there any related costs to attorney work
16 being done from which the attorneys would receive funds
17 from the Hunts Point Ventures' trust account?

18 MR. WEYTHMAN: Objection. Vague.

19 Unintelligible.

20 THE WITNESS: I'm not sure I understand
21 what you're asking.

22 Q (BY MR. YURCHAK) Were there any funds
23 received to Hunts Point Ventures at the time -- its only
24 account was with Newman and Du Wors?

25 MR. WEYTHMAN: Same objection. Vague.

1 Unintelligible.

2 THE WITNESS: Are you asking if we
3 deposited into that account?

4 Q. (BY MR. YURCHAK) I'm asking if you received
5 deposits or if funds were earned on behalf of Hunts
6 Point Ventures, if any money came into it during the
7 time it was with Hunts Point Ventures -- if Hunts Point
8 Ventures' account was with Newman and Du Wors?

9 MR. WEYTHMAN: Same objection. Vague.

10 Unintelligible.

11 THE WITNESS: I can't be certain. I
12 believe there was money deposited into that account from
13 a settlement.

14 Q. (BY MR. YURCHAK) You believe? Do you recall
15 what settlement?

16 A. That was specifically deposited into the
17 trust account.

18 Q. I think you said at that time Hunts Point
19 Ventures' account was with Newman and Du Wors, it
20 received a deposit from settlement. I was asking if you
21 recall what that settlement was.

22 A. It's possible that it received a deposit from
23 a settlement. And it's possible that it was from one of
24 the two settlements. I can't recall the specifics.

25 Q. Okay. How many settlements are you aware of

Page 55

1 Hunts Point Ventures receiving?

2 MR. WEYTHMAN: Objection. Vague.

3 Ambiguous.

4 THE WITNESS: I think it was two.

5 Q. (BY MR. YURCHAK) Do you recall the details of
6 those transactions?

7 MR. WEYTHMAN: Objection. Asked and
8 answered.

11 Q. (BY MR. YURCHAK) Do you recall with -- when
12 the first settlement was?

13 A. No.

14 O. Do you recall with whom?

15 A. DigEcor.

16 Q. Do you recall where the funds from that
17 settlement, what bank account those funds went into?

18 A. I'm not certain.

19 Q. Do you recall when the second settlement was
20 -- when was the second settlement?

21 A. I can't be sure either.

Q. Do you recall with whom?

23 A. Epson. I believe.

24 Q. Do you recall where the money -- which
25 account that money flowed into?

1 A. I can't be sure.

2 Q. Do you recall whose decision it was to keep
3 Hunts Point Ventures' account with Newman and Du Wors as
4 a trust account?

5 A. You're presuming that we did.

6 Q. I'm presuming what?

7 A. That we kept it with John Du Wors.

8 Q. No. It was the testimony given today that
9 Hunts Point Ventures' account was with Newman and Du
10 Wors in a trust account.

11 A. No, the testimony was that there was a trust
12 account with Newman and Du Wors.

13 Q. Right. I'm asking --

14 A. That's true.

15 Q. I don't think that's any different from what
16 I said. But my question was --

17 A. It is different.

18 Q. Do you recall who made the decision to keep
19 the account in that way?

20 A. Well, I suppose your question is incorrect.
21 The account wasn't kept in that way.

22 Q. The account was kept as a trust account with
23 the firm of Newman and Du Wors; correct?

24 A. There was a trust account kept with Newman
25 and Du Wors, correct.

1 Q. For Hunts Point Ventures?

2 A. Correct.

3 Q. And, again, my question is, who made that
4 decision to keep the account in that way?

5 A. It wasn't a decision to be made. It was
6 mandatory, in order to have the services from an
7 attorney, that there be a trust account with funds
8 available.

9 Q. Okay. And --

10 MR. WEYTHMAN: Counsel, are you asking
11 who initiated?

12 MR. YURCHAK: No.

13 Q. (BY MR. YURCHAK) In your experience, do all
14 firms who transact business with an attorney keep all
15 their accounts with the attorney office?

16 MR. WEYTHMAN: Objection. Calls for
17 speculation.

18 THE WITNESS: I feel like you don't have
19 all the information so you're not really asking the
20 right question, and I'm not quite sure if I should help
21 you or not.

22 Q. (BY MR. YURCHAK) How would you answer my
23 question?

24 A. I can't. It's not the entirety.

25 Q. At any point in time did Hunts Point Ventures



1 open up its own bank account?

2 MR. WEYTHMAN: Objection. Calls for
3 speculation.

4 THE WITNESS: While we were shareholders
5 of Hunts Point Ventures, we opened up an additional bank
6 account for Hunts Point Ventures.

7 Q. (BY MR. YURCHAK) Why did you do that?

8 A. So that we would have a business account to
9 operate from.

10 Q. Okay. Did you not need a business account to
11 operate from at the time HPV's account was with Newman
12 and Du Wors?

13 MR. WEYTHMAN: Objection. Calls for
14 speculation. Lacks foundation. Counsel hasn't
15 established when the trust account was established.

16 THE WITNESS: Trust account was in
17 existence when we became shareholders and directors of
18 Hunts Point Ventures. I don't recall the date that the
19 commerce bank account was closed, but I believe it was
20 near the time when Steve Schweickert was no longer a
21 part of HPV. After a period of time we opened a new
22 business account.

23 Q. (BY MR. YURCHAK) Do you remember when you
24 opened a new business account?

25 A. I can't be sure. I believe it's -- there's

1 notes in reference made to it in our board meeting
2 minutes and such.

3 Q. Okay. So would it sound about accurate that
4 the account was opened in January, 2013?

5 MR. WEYTHMAN: Objection. Leading.

6 THE WITNESS: I absolutely cannot say.
7 I just don't know.

8 Q (BY MR. YURCHAK) Did you have any way to
9 access Hunts Point Ventures' funds after the point in
10 time the Commerce Bank account was closed?

11 MR. WEYTHMAN: Objection. Vague. Lacks
12 foundation. Hasn't established when the bank account
13 was closed.

14 THE WITNESS: I don't know.

15 Q (BY MR. YURCHAK) Were there any other --
16 during the time that Hunts Point Ventures did not have
17 its own corporate bank account, can you recall any
18 business-related expenses that Hunts Point Ventures was
19 obligated to pay?

20 A. I can't recall without looking at
21 documentation.

22 Q. Do you recall if Hunts Point Ventures would
23 have been obligated to pay one of its patent maintenance
24 fees?

25 MR. WEYTHMAN: Objection. Calls for



1 legal conclusion. Asks for expert opinion.

2 THE WITNESS: I can't recall.

3 Q (BY MR. YURCHAK) Can you recall if Hunts
4 Point Ventures was obligated to pay interest on any of
5 the loans that had been made to it?

6 MR. WEYTHMAN: Objection. Asks for
7 legal conclusion.

8 THE WITNESS: Do I recall if HPV was
9 obligated to pay interest? Is that your --

10 Q. (BY MR. YURCHAK) During -- yes, during the
11 time this account was set up only with Newman and Du
12 Wors?

13 A. We were in the process of attempting to
14 understand what moneys were owed, if moneys were owed at
15 that time.

16 Q. Okay. So you had no awareness if Hunts Point
17 Ventures owed any interest on any loans?

18 A. There was awareness, but not clear
19 understanding.

20 Q. Okay. Were you aware of any re-examination
21 fees that Hunts Point Ventures was obligated to pay for
22 work related to its patents?

23 A. I didn't pay those sorts of expenses. Those
24 were paid directly by Newman and Du Wors.

25 Q. Did -- do you recall if Newman and Du Wors

1 ever sought authorization from Hunts Point Ventures to
2 pay those expenses?

3 A. I can't be sure.

4 Q. Can you recall if there was any sort of board
5 meetings, board resolution, corporate documents related
6 to the expenditure of Hunts Point Ventures' corporate
7 funds, any of their corporate funds, while their account
8 was with Newman and Du Wors?

9 MR. WEYTHMAN: Objection. Calls for
10 speculation.

11 THE WITNESS: Are you asking if there's
12 written documentation around that discussion or
13 conversation?

14 Q. (BY MR. YURCHAK) Regarding any corporate
15 expenditures of Hunts Point Ventures.

16 A. I can't be sure if it's written.

17 Q. Do you recall if Newman and Du Wors ever
18 sought authority from the officers of Hunts Point
19 Ventures to make any expenditures on Hunts Point
20 Ventures' behalf?

21 MR. WEYTHMAN: Objection. Calls for
22 speculation.

23 THE WITNESS: If you're asking if John
24 Du Wors asked Chad and I if he could make payments on
25 HPV's behalf, he did.



Page 62

1 Q (BY MR. YURCHAK) Okay. And can you recall
2 what type of payments he requested authority from you to
3 make?

4 A. I can't.

5 Q. Do you recall how often he requested such
6 authority?

7 A. I don't recall how often.

8 Q. Do you recall, in your work with Hunts Point
9 Ventures' accounting documents, any entries related to
10 payment on behalf of Steve Schweickert for a DUI?

11 A. Yes.

12 Q. Was the amount 8500, best of your
13 recollection?

14 A. I can't be certain, but it sounds close.

15 Q. Do you recall how Hunts Point Ventures
16 treated that expense?

17 A. That --

18 MR. WEYTHMAN: Objection. Calls for
19 speculation.

20 MR. YURCHAK: It's county records.

21 THE WITNESS: At the point in time I
22 received the accounting, that was one of the
23 transactions that was inconclusive.

24 Q. (BY MR. YURCHAK) Was that a transaction that
25 you recall Mr. Du Wors seeking authority to make from



Page 63

1 Hunts Point Ventures' officers?

2 A. I can't be sure of the time frame on it, so I
3 don't recall being asked specifically regarding that
4 transaction, but I can't recall the timing specific to
5 when we had authority to make that decision.

6 Q. Okay. Did you feel it was an obligation of
7 yours to accurately reflect all the costs and expenses
8 of Hunts Point Ventures?

11 THE WITNESS: It was my desire to
12 accurately reflect all the expenses associated with HPV.

13 Q. (BY MR. YURCHAK) Do you recall what steps you
14 took to try to meet that obligation with respect to this
15 DUI expense?

16 A. I sought professional advice from accountants
17 and from our attorney and from Steve Schweickert.

18 Q. Okay. Did you learn anything after doing
19 that regarding what the corporate purpose was for that
20 transaction?

21 A. I could not draw a conclusion based on the
22 information I was given.

23 Q. Do you have an opinion today if that
24 corporate transaction was appropriate?

25 MR. WEYTHMAN: Objection. Calls for

1 legal conclusion, speculation.

2 THE WITNESS: I wouldn't have authorized
3 that transaction.

4 Q. (BY MR. YURCHAK) As the Chief Financial
5 Officer of Hunts Point Ventures, what was your
6 conclusion regarding whether that transaction was an
7 appropriate business-related expense?

8 A. My conclusion was it was not an appropriate
9 business-related expense.

10 Q. Does Hunts Point Ventures take the position
11 that because it's not an appropriate related business
12 expense, that it should be reimbursed?

13 MR. WEYTHMAN: Objection. Calls for
14 speculation.

15 Q. (BY MR. YURCHAK) From Steve, for that
16 expense?

17 MR. WEYTHMAN: Still calls for
18 speculation.

19 THE WITNESS: My position at the time
20 that I had authority over the financial records was that
21 that expense ought to be reimbursed.

22 Q. (BY MR. YURCHAK) Were there any corporate
23 board resolutions made to that effect?

24 A. As our accounting process was still underway,
25 no conclusions were yet drawn.

1 Q. Did you ever acquire an understanding of who
2 authorized that transaction?

3 A. I would need you to reference the time frame
4 exactly, because I can't recall if Steve was the
5 shareholder and director officer at that time or if we
6 were. I don't recall.

7 Q. Did you seek input from Mr. Du Wors as to
8 whether that was an authorized transaction?

9 A. Yes.

10 Q. And what was his representation?

11 A. I'm not sure I can -- I'm not sure I
12 remember.

13 Q. Would it have been your practice to keep
14 corporate notes as you were doing your investigation of
15 the different transactions?

16 A. Possibly.

17 Q. And why do you say "possibly"?

18 A. Because I wasn't always consistent in my
19 note-taking. When I had the time I took notes. And
20 when I was busy and engaged, I often didn't have time to
21 take notes. So notes could be left in any state.

22 Q. Would you take handwritten notes?

23 A. Possibly.

24 Q. In your review of the corporate records of
25 Hunts Point Ventures, is it possible that there are

Page 66

1 notes from the different periods of time when you were
2 doing investigation regarding the accounting
3 transactions of Hunts Point Ventures that may still be
4 in your possession?

5 MR. WEYTHMAN: Objection. Vague.

6 THE WITNESS: Are you asking if it's
7 possible?

8 Q. (BY MR. YURCHAK) (Nods head affirmatively).

9 A. Possible.

10 Q. I feel like I'm using your language because
11 you seem uncertain if you may have it or not.

12 A. Have what?

13 Q. Your notes. So you said it is possible you
14 may have some notes that you may have taken?

15 A. Yes, that's possible.

16 Q. Would you have turned those notes over to
17 your attorneys?

18 A. I can't be sure. It appears to me that you
19 all have my notes.

20 Q. At the time the receivership -- of the
21 receivership, do you recall if you provided all of the
22 documentation that was in your possession regarding
23 Hunts Point Ventures at that time?

24 MR. WEYTHMAN: Objection. Vague. At
25 what time?



1 Q. (BY MR. YURCHAK) At the time the documents
2 were provided to your attorneys.

3 A. Our attorneys were given possession of all
4 the hardcopy documents that I had in a box.

5 Q. Okay. Does that mean there were other areas
6 outside of this box that may contain corporate records
7 of Hunts Point Ventures?

8 A. You'd have to define "corporate records."

9 Q. Notes, for instance.

10 A. That's possible.

11 Q. Or other corporate records in general? I
12 can't define what I don't know what you might have. So
13 I can only ask if there are maybe other corporate
14 records of Hunts Point Ventures not contained in that
15 box?

16 A. You'd have to be specific as to what you were
17 looking for. I don't consider my personal notes to be
18 corporate records.

19 Q. What do you consider them to be?

20 A. Personal notes.

21 Q. And why do you consider them to be personal
22 notes?

23 A. Because they weren't for any other person's
24 benefit other than my own.

25 Q. Were you acting in the interest of Hunts

1 Point Ventures when you took those notes?

2 MR. WEYTHMAN: Objection. Ambiguous.

3 THE WITNESS: I was acting in my
4 interest to provide understanding.

5 Q. (BY MR. YURCHAK) Regarding what?

6 A. Regarding Hunts Point Ventures.

7 Q. Going back to your notes on Exhibit 2, under
8 the "Early Development" paragraph midway down, starting,
9 "However, the intention was to bring on all four
10 business partners in an official, legally binding
11 business venture."

12 And in that paragraph, you mention four people
13 there in the first sentence: Steve Schweickert, Chad
14 Rudkin, Mark Phillips, Doug Lower, who conceptualized
15 Hunts Point Ventures.

16 What is Hunts Point Ventures regarding -- what is
17 Hunts Point Ventures' position regarding its intent with
18 respect to how it was supposed to be formed?

19 MR. WEYTHMAN: Objection. Vague.

20 Ambiguous. Objection as to counsel's reference to this
21 as my client's notes. Assumes facts not in the record.
22 Asks for speculation.

23 THE WITNESS: I can't say. I wasn't
24 officially part of HPV at that time.

25 Q. (BY MR. YURCHAK) I understand. Would you



1 agree that you took notes, that these are your notes
2 regarding Hunts Point Ventures?

3 A. These are notes I took to attempt to
4 understand the development of Hunts Point Ventures.

5 Q. Okay. That's -- okay. And where does your
6 understanding come from?

7 A. From those involved that are mentioned here
8 in these notes: Steve Schweickert, Chad Rudkin, Mark
9 Phillips, Doug Lower.

10 Q. And your understanding from the discussions
11 with those involved was that Hunts Point Ventures was to
12 have four business partners?

13 A. At the time of inception, that was my
14 understanding.

15 Q. And you then write that Mark would not be
16 affiliated with HPV. What was the basis of your
17 understanding for that statement?

18 A. I understood through conversations with Chad
19 and Steve -- and I can't recall if Mark was there at the
20 time or not -- that -- I don't really know how to answer
21 that. Can you ask me that again?

22 Q. Do you recall what the basis of your
23 knowledge was when you took that note that Mark was not
24 to be affiliated? In other words, from whom did you --

25 A. Where did I get that information? It came



1 from Steve and Chad and Doug and possibly Mark. I can't
2 recall the time line of when I wrote this.

3 Q. Okay. Do you recall having an understanding
4 of why Mark would want to have a concern to protect his
5 IP if it was being sold to Hunts Point Ventures?

6 MR. WEYTHMAN: Objection. Assumes facts
7 not in the record. Speculation. Unintelligible.

8 THE WITNESS: You're talking of
9 information that took place over a long period of time
10 that's summarized in a few sentences. So it's hard to
11 answer the question based on time relevance.

12 Q. (BY MR. YURCHAK) Okay. What is Hunts Point
13 Ventures' official position with respect to whether Mark
14 Phillips was to be a shareholder?

15 MR. WEYTHMAN: Objection. Calls for
16 speculation.

17 THE WITNESS: I wasn't a part of HPV at
18 that time that they developed -- Steve and Joyce
19 developed HPV.

20 (Exhibit No. 3 marked
21 for identification.)

22 Q. (BY MR. YURCHAK) Do you recognize -- can you
23 identify the document placed before you?

24 MR. WEYTHMAN: Objection. Ambiguous.
25 Witness has several documents in front of her. It's

1 your record, counsel.

2 MR. YURCHAK: Fair enough.

3 Q. (BY MR. YURCHAK) Can you identify Exhibit 3?

4 A. It appears to be the HPV Joint Consent.

5 Q. Do you recognize this document?

6 A. It looks familiar.

7 Q. Are you aware of who authored this document?

8 A. I believe it was Steve Schweickert with the
9 assistance of John Du Wors. Are there two documents or
10 do I just have two?

11 Q. You have two. And if you look at the last
12 page of the one document --

13 A. They're different signatures.

14 Q. Do you recognize the signature there?

15 A. Yes.

16 Q. Whose signature do you recognize?

17 A. I recognize three signatures. I'm sorry.

18 There's two signatures. There's three places. My
19 signature and Chad Rudkin's signature.

20 Q. Do you recall signing it?

21 A. Yes, I do.

22 Q. And do you see that the -- what is the date
23 that you see on the last page where those signatures
24 appear?

25 A. Well, it was resolved this 29th day of May,

1 2012. That was the date of the signature.

2 Q. And what date do you see by Chad Rudkin's
3 name -- signature?

4 A. I see a backdated date of May 31st, 2011.

5 Q. Do you see any date by your signature?

6 A. May, 2011.

7 Q. And you said -- you used the word
8 "backdated." Why did you do that?

9 A. Because in this document it identifies this
10 document as being backdated.

11 Q. The document itself identifies itself as
12 being backdated?

13 A. Yes.

14 Q. Are you able to show me where it says that?

15 A. Letter C on the first page.

16 Q. I see under letter C of the first page that
17 it says that Chad Rudkin -- actually it just says Rudkin
18 became an owner as of January 1st, 2011. If the intent
19 was to backdate the document, why would it not have been
20 backdated to January 1st of 2011?

21 MR. WEYTHMAN: Objection. Calls for
22 speculation. Witness has already testified someone else
23 drafted the document.

24 THE WITNESS: I don't know. Can you ask
25 -- I don't know what you're asking.

1 Q. (BY MR. YURCHAK) You said paragraph C
2 explains why the document was backdated. And I'm asking
3 that -- my question is why in paragraph C does it say
4 that Rudkin is an owner as of January 1st, 2011, but the
5 date on the signature lines is May, 2011?

6 MR. WEYTHMAN: Objection.

7 Mischaracterizes the witness's testimony. Also still
8 calls for speculation.

9 THE WITNESS: I don't know.

10 Q. (BY MR. YURCHAK) On the second page, under
11 "Ratify and Elect Directors," starting "Further
12 Resolved," do you agree that it reads, "that all actions
13 taken by the directors of the corporation in managing
14 the affairs of the corporation from the company's
15 inception through the date hereof, are hereby approved
16 adopted, adopted, ratified and confirmed"?

17 A. I do.

18 Q. How do you interpret -- what do you interpret
19 that to mean?

20 MR. WEYTHMAN: Objection. Calls for
21 speculation.

22 Q. (BY MR. YURCHAK) What does HPV interpret that
23 to mean?

24 MR. WEYTHMAN: Objection. Still calls
25 for speculation. The witness has already testified that

1 HPV is in receivership and she doesn't have any control
2 over the company.

3 THE WITNESS: I can't speak for HPV at
4 this point in time.

5 Q. (BY MR. YURCHAK) Why is that?

6 A. Because HPV's in receivership.

7 Q. Because it's in receivership -- why does the
8 fact that it's in receivership prevent you from speaking
9 for HPV at this time?

10 MR. WEYTHMAN: Objection. Calls for
11 legal conclusion.

12 THE WITNESS: I no longer represent HPV.

13 Q. (BY MR. YURCHAK) According to your
14 understanding, who does?

15 MR. WEYTHMAN: Objection. Calls for
16 legal conclusion.

17 THE WITNESS: The receiver.

18 Q. (BY MR. YURCHAK) Did you at one time -- at
19 one time, would you agree that you were the corporate --
20 you were an officer of HPV?

21 A. Yes.

22 Q. As an officer, are you still an officer of
23 HPV?

24 MR. WEYTHMAN: Objection. Calls for
25 legal conclusion.

Page 75

1 THE WITNESS: That's uncertain to me.

2 Q. (BY MR. YURCHAK) And why is it uncertain?

3 A. Because I no longer have control over HPV.

4 Q. What is your understanding about the

5 transaction that occurred between HPV and the receiver?

6 MR. WEYTHMAN: Objection. Calls for

7 legal conclusion. Calls for expert opinion.

11 Q. (BY MR. YURCHAK) Who are the current
12 corporate officers of HPV?

13 MR. WEYTHMAN: Objection. Calls for
14 legal conclusion.

15 THE WITNESS: I'm uncertain.

16 Q. (BY MR. YURCHAK) Was there any corporate
17 document documenting the resignation of HPV's officers
18 prior to or following the receivership?

19 MR. WEYTHMAN: Objection. Ambiguous.

20 Calls for speculation. What point in time, counsel?

21 O. (BY MR. YURCHAK) For you and Chad Rudkin.

22 A. I can't be sure. The transaction took place
23 between us and our attorneys.

24 Q. Okay. Going back to the document, Exhibit 3,
25 same question. How does Hunts Point Ventures interpret

1 the clause beginning with "Further Resolved" on the
2 second page?

3 MR. WEYTHMAN: Same objection. Calls
4 for legal conclusion, speculation.

5 THE WITNESS: I don't represent Hunts
6 Point Ventures at this point.

7 Q. (BY MR. YURCHAK) Irrespective of your belief
8 that you don't represent Hunts Point Ventures?

9 MR. WEYTHMAN: Asked and answered.

10 Q. (BY MR. YURCHAK) That's a different question.
11 Irrespective of that belief, what is Hunts Points
12 Ventures' position -- interpretation, I'm sorry, with
13 respect to that clause?

14 MR. WEYTHMAN: Objection. Still calls
15 for speculation. That question has been asked and
16 answered.

17 MR. YURCHAK: Not with respect to --

18 MR. WEYTHMAN: The witness is not
19 compelled to speculate.

20 MR. YURCHAK: This isn't speculation.
21 This is the corporation answering for its own documents.

22 Q. (BY MR. YURCHAK) How does the corporation
23 respond to what that clause means?

24 A. I respond to you that the document was
25 drafted by our attorney and advised to be signed by our



1 attorney. Therefore, we acted on the advice of our
2 attorney.

3 Q. Do you feel Hunts Point Ventures is bound by
4 the language in this document?

5 MR. WEYTHMAN: Objection. Calls for
6 legal conclusion. Impermissible lay opinion.

7 THE WITNESS: I can't be sure without
8 legal representation regarding the document.

9 Q. (BY MR. YURCHAK) You mentioned getting -- you
10 mentioned that this document was executed pursuant to
11 some legal advice; correct?

12 A. Yes.

13 Q. Did you have legal advice from any attorney
14 at the time this document was executed?

15 A. Did I have separate legal counsel?

16 Q. (Witness nods head affirmatively).

17 A. No, I did not.

18 Q. Did you obtain legal advice as an officer of
19 Hunts Point Ventures to have an understanding of what
20 you were signing?

21 A. Yes.

22 Q. From whom did you obtain that legal advice?

23 A. From HPV's attorney, John Du Wors.

24 Q. And John Du Wors also represented HPV?

25 A. He only represented HPV.



1 Q. Did you not just say you obtained advice from
2 John Du Wors as well?

3 A. You asked who I obtained advice from as an
4 officer.

5 Q. Mm-hm.

6 A. And I obtained advice from HPV's attorney,
7 John Du Wors.

8 Q. Do you view yourself as an officer in the
9 corporation as the same thing?

10 MR. WEYTHMAN: Objection. Vague.

11 Q. (BY MR. YURCHAK) In other words, when you're
12 receiving advice from John Du Wors, as you said you did,
13 is that the same thing as HPV receiving legal advice?

14 MR. WEYTHMAN: Objection. Calls for
15 legal conclusion.

16 THE WITNESS: I don't know how to answer
17 that.

18 Q. (BY MR. YURCHAK) Why?

19 A. Because I'm not sure what you -- I'm not sure
20 what you're specifically getting at.

21 Q. You received legal advice from John Du Wors?

22 A. Yes.

23 Q. Regarding this document?

24 A. Yes.

25 Q. Are you aware if the other corporate officer,

1 Chad Rudkin, received any legal advice at the time of
2 assigning this document?

3 MR. WEYTHMAN: Objection. Calls for
4 speculation.

5 THE WITNESS: We received legal advice
6 from John Du Wors.

7 Q. (BY MR. YURCHAK) I notice, as you said that
8 your date was May 2011, was that because you may have
9 forgotten to write in the date of when you signed the
10 document --

11 MR. WEYTHMAN: Objection. Leading.

12 Q. (BY MR. YURCHAK) -- on the last page?

13 A. The actual date number?

14 Q. Day.

15 A. Day of the month?

16 Q. Yeah.

17 A. Day? I don't recall why that wasn't
18 completed.

19 Q. Do you recall signing it at the same time as
20 Chad Rudkin?

21 A. Yes.

22 Q. So you were together at the same time?

23 A. Yes.

24 Q. So is it fair to assume that your signature
25 occurred on the same date, the 29th?

1 MR. WEYTHMAN: Objection. Vague.

2 THE WITNESS: I can't be sure.

3 Q. (BY MR. YURCHAK) But you do recall being
4 together with Chad Rudkin at the time this document was
5 discussed and signed?

6 A. Yes.

7 Q. And you were discussing it together with John
8 Du Wors?

9 A. We had discussed it with John Du Wors.

10 Q. Okay. And it was your understanding that --
11 did you ever receive any other legal advice from John Du
12 Wors regarding your role as an officer in Hunts Point
13 Ventures?

14 A. Yes.

15 Q. Do you recall what kind of matters?

16 A. No. Not specifically.

17 Q. How often did you receive advice from him?

18 A. I don't know how to quantify that.

19 Q. How would you describe your relationship with
20 him as an officer during the time you were an officer of
21 Hunts Point Ventures?

22 MR. WEYTHMAN: Objection. Vague.

23 THE WITNESS: It was a relationship that
24 took place mostly over the phone. That was really the
25 only way I can categorize it. A professional, legal

1 relationship providing guidance for HPV.

2 Q. (BY MR. YURCHAK) Okay. So he would talk to
3 you on the phone and he would give you guidance about
4 HPV?

5 A. Yes.

6 Q. Did he ever request you to sign any sort of
7 document called a conflict waiver?

8 A. I don't believe I did.

9 Q. Do you recall any discussions about that?

10 A. No, I don't.

11 Q. Would John Du Wors also talk to Chad Rudkin?

12 MR. WEYTHMAN: Objection. Calls for
13 speculation.

14 THE WITNESS: Yes.

15 Q. (BY MR. YURCHAK) Were you present -- would
16 those conversations occur over the phone?

17 A. I was present for them.

18 Q. And did you hear at the time you were present
19 for those conversations that Chad Rudkin was having
20 discussions about Hunts Point Ventures' issues?

21 A. Yes. I've been present for conversations
22 with John Du Wors and Chad discussing Hunts Point
23 Ventures.

24 Q. Did it seem to you that the nature of those
25 discussions was about legal advice, what to do with

1 respect to issues in Hunts Point Ventures?

2 A. Yes.

3 Q. Okay. Now, would you agree, going back to
4 Exhibit 3, that the clause that states that the
5 directors of the corporation approve, adopt, ratify and
6 confirm in all respects the actions taken by the
7 directors of the corporation, that this would obligate
8 the corporation, regardless of who's running it, to
9 approve, adopt, and ratify every act taken by the
10 corporation?

11 MR. WEYTHMAN: Objection. Calls for
12 legal conclusion. Also ambiguous. Which clause are you
13 referring to, Counsel?

14 Q. (BY MR. YURCHAK) Second page, same clause,
15 beginning with "Further Resolved."

16 A. My understanding of this document is based
17 off of my trust for our attorney's direction and advice.

18 Q. Fair enough. Would you often feel, in making
19 decisions, that you were relying upon the trust that you
20 put in the advice of John Du Wors?

21 A. I think that's fair to say.

22 Q. In doing so, would you take the time to make
23 sure that you understood the documents or direction that
24 you were being advised on? It's not well put. In doing
25 so, did you understand all -- would you take the time

1 personally to make sure you understood all of the
2 corporate documents that you were involved with during
3 your time as an officer of Hunts Point Ventures from
4 which you received advice on from John Du Wors?

5 A. I did take the time to understand and ask
6 appropriate questions. Though I tended to make the
7 final decisions based upon the advice of our attorney.

8 Q. Do you recall having taken the time to read
9 this document, Exhibit 3?

10 A. Yes, I do.

11 Q. Do you recall reading that clause beginning
12 with "Further Resolved"?

13 A. Yes, I do.

14 Q. Did you -- do you recall understanding what
15 that meant at the time you signed this document?

16 A. Yes.

17 Q. What is your understanding then of what that
18 clause means?

19 A. My understanding was that it meant that
20 somehow we were to take in Steve's actions and decisions
21 and adopt them as a part of the corporation.

22 Q. Okay. What is Hunts Point Ventures' position
23 with respect to whether Mark Phillips was to be
24 recognized as a shareholder in Hunts Point Ventures?

25 MR. WEYTHMAN: Objection. Calls for



1 speculation.

2 THE WITNESS: At the time I received the
3 box of documents from Steve Schweickert, I wasn't able
4 to conclude anything regarding Mark's being a
5 shareholder to HPV based on the evidence and the
6 documents.

7 Q. (BY MR. YURCHAK) Does that mean you base your
8 decision based on the documentation that you have
9 available to you?

10 MR. WEYTHMAN: Objection. Ambiguous.
11 Available to her now or available to the witness at the
12 time?

13 MR. YURCHAK: Available to the witness
14 at any point in time.

15 THE WITNESS: We used the documentation
16 we were given to help understand the structure of HPV.

17 Q. (BY MR. YURCHAK) Understood. We talked
18 earlier about the Jennifer Schweickert note; correct?

19 A. Correct.

20 Q. And you testified there was a point in time
21 when you weren't sure if it was an investment because
22 there was no documentation; is that right?

23 A. Correct.

24 Q. And you came into documentation later, which
25 helped clarify what that was even though it wasn't

1 signed; is that correct?

2 A. It didn't help to clarify because it was
3 incomplete documentation that meant relatively little.

4 Q. But you would have relied upon it if it was
5 complete?

6 A. Had it been a signed document that had been
7 introduced to corporate records, absolutely.

8 Q. Okay. So if you were to become aware of
9 other documents that were not made available to you at
10 the time, would that cause you to change your position
11 with respect to how you viewed something?

12 MR. WEYTHMAN: Objection.

13 Q. (BY MR. YURCHAK) And at the time you became
14 aware of the document?

15 MR. WEYTHMAN: Objection. Calls for
16 speculation.

17 THE WITNESS: I'm not really sure I know
18 what you're asking me. If I were to come across a
19 document that provided evidence contrary to what I
20 believed? Prior to that?

21 Q. (BY MR. YURCHAK) Yeah. Maybe you said it
22 better than I did.

23 A. Then, yes, that would help to educate me.

24 Q. Fair enough. Sounds reasonable.

25 (Exhibit No. 4 marked



Page 86

for identification.)

2 Q. (BY MR. YURCHAK) You've received Exhibit 4?

3 A. Yes.

4 Q. Are you able to identify it?

5 A. No.

6 Q. Why is that?

7 A. I'm unfamiliar with it.

8 Q. Do you know what a stock subscription
9 agreement is?

10 A. Yes.

11 Q. What is it?

12 A. It's a contract of a person buying stock in a
13 company.

14 Q. Okay. Reading the first paragraph,
15 beginning, "This Stock Subscription Agreement," what do
16 you understand this document to be?

17 MR. WEYTHMAN: Objection. Assumes facts
18 not in the record.

19 Q. (BY MR. YURCHAK) On its face, what does this
20 document appear -- purport to be?

21 A. This document says it's a stock subscription
22 agreement.

Q. Between who and who?

24 A. Between Hunts Point Ventures and Mark
25 Phillips.

Page 87

1 Q. Have you ever seen this document before?

2 A. I can't be sure that I have.

3 Q. Would this appear to be a corporate document
4 related to Hunts Point Ventures?

5 MR. WEYTHMAN: Objection. Calls for
6 legal conclusion.

7 THE WITNESS: Being unfamiliar with this
8 document, I can't say. It appears that it's possible.

9 Q. (BY MR. YURCHAK) And on the last page --
10 sorry. In that first paragraph there, do you see the
11 date of this document?

12 A. I do.

13 Q. And what is it?

14 A. May 20th, 2010.

15 Q. Would that date fall within the time period
16 of when Hunts Point Ventures was in an active
17 incorporated entity?

18 MR. WEYTHMAN: Objection. Calls for
19 speculation.

20 THE WITNESS: I believe Hunts Point
21 Ventures was incorporated at the beginning of May, 2010.

22 Q. (BY MR. YURCHAK) Okay.

23 A. To the best of my recollection.

24 Q. Would it fall within that time period?

25 A. May 20th, 2010, falls within that time period,



1 yes.

2 Q. And the signatures on the last page, do you
3 recognize either of them?

4 A. Yes, I see them.

5 Q. Do you recognize either of them?

6 A. Yes.

7 Q. How do you recognize them?

8 A. Well, it appears to be a signature of Mark
9 Phillips and Steve Schweickert.

10 Q. Have you ever seen those signatures on other
11 documents before?

12 A. Yes.

13 Q. Do those signatures appear to be consistent
14 with the signatures that you saw from those individuals
15 before?

16 MR. WEYTHMAN: Objection. Calls for
17 impermissible lay opinion and legal conclusion.

18 THE WITNESS: I can't say for sure.

19 Q. (BY MR. YURCHAK) Okay. Putting aside the
20 question of whether this is a proper corporate document,
21 or any questions you may have about it, what does it
22 appear to be to you on its face?

23 MR. WEYTHMAN: Objection. Calls for
24 speculation. Asked and answered.

25 THE WITNESS: The document says it's a



Page 89

1 stock subscription agreement. That's what it appears to
2 be. I can't confirm whether it is or it isn't. I don't
3 know.

4 Q. (BY MR. YURCHAK) How do you think you would
5 try to confirm if it is or it isn't?

6 MR. WEYTHMAN: Objection. Calls for
7 speculation.

8 THE WITNESS: Because it's just being
9 handed to me today, I can't be certain if it came
10 through an attorney in a legal transaction. That would
11 be helpful, but I don't know where this document came
12 from.

13 Q. (BY MR. YURCHAK) Mm-hm.

14 A. I don't have any reference for this document.

15 Q. That's understandable. You're seeing it for
16 the first time today; is that right?

17 A. I can't be sure.

18 Q. Why is that?

19 A. I just don't recollect. It doesn't look
20 familiar to me.

21 Q. Is it possible you may have seen it before?

22 MR. WEYTHMAN: Objection. Asked and
23 answered.

24 THE WITNESS: I can't say. I don't
25 know.

Page 90

1 Q. (BY MR. YURCHAK) Were you ever aware of any
2 documents prepared by the law firm of Cairncross &
3 Hempelmann in the time frame of May 2010?

4 A. Was I aware at that time?

5 Q. No. Were you ever aware -- and I'm assuming
6 that when you were actively involved in Hunts Point
7 Ventures, you were seeing lots of stuff; is that right?

8 MR. WEYTHMAN: Objection. Leading.

9 THE WITNESS: Not at that time.

10 Q. (BY MR. YURCHAK) At the time you were
11 actively involved with Hunts Point Ventures, I imagine
12 -- it sounds as if you were bombarded with all sorts of
13 information.

14 MR. WEYTHMAN: Counsel, ambiguous. What
15 time do you mean by "actively involved"?

16 Q. (BY MR. YURCHAK) Is that a fair assessment?

17 A. Are you asking if I've seen lots of documents
18 at the time I was actively involved?

19 Q. Generally, yeah.

20 A. Generally, yes.

21 Q. It sounds -- it sounds like it was a mess; is
22 that a fair assessment?

23 A. Yes.

24 Q. Chad Rudkin two days ago testified that this
25 box, he referred to as a box of crap. Do you have any



1 response to that assessment of the state of affairs as
2 it was reflected at that time?

3 A. That's a fair assessment.

4 Q. The box? So are you able to say with any
5 certainty that you ever saw any documents that were
6 produced by the law firm of Cairncross & Hempelmann in
7 the time frame of May 2010 regarding Hunts Point
8 Ventures?

9 A. I can't say either way. I'm not certain of
10 what they prepared matched to what I've seen.

11 Q. Do you have any specific recollection of any
12 document that purported to be an amended article of the
13 corporation of Hunts Point Ventures from the May 2010
14 time frame?

15 A. I don't recall that.

16 Q. Any document that you can recall that
17 purported to set up an entity called Hunts Point
18 Intellectual Properties in May 2010 time frame?

19 A. I did see a document with that on it.

20 Q. Okay. And what do you recall about that
21 document?

22 A. It appeared to be a business. I'm actually
23 not sure of what that document was. I don't know how to
24 properly title that document.

25 Q. But you do recall -- was it a memorandum of



1 understanding possibly?

2 MR. WEYTHMAN: Objection. Leading.

3 THE WITNESS: No. That's not what I'm
4 remembering.

5 Q. (BY MR. YURCHAK) Okay. And I'm just going
6 over the list of items produced by you to be handed to
7 your attorneys for the receivership. I don't see any
8 reference to Hunts Point Intellectual Property document.
9 Is it possible if that document is not on this list that
10 you may still be in possession of it?

11 MR. WEYTHMAN: Objection. Assumes facts
12 not in the record, mischaracterizes the witness's
13 testimony.

14 THE WITNESS: So are you asking if it's
15 possible if I still have that document?

16 Q. (BY MR. YURCHAK) Yeah.

17 A. I don't believe it's possible. It is
18 possible that it went to Clark Nuber. I don't have that
19 document in my possession.

20 Q. Were you aware of any intent on the part of
21 Hunts Point Ventures to reincorporate in order to
22 include Chad Rudkin, Mark Phillips, Doug Lower as
23 shareholders, Joyce Schweickert, in the May/June 2010
24 time frame?

25 MR. WEYTHMAN: Objection. Ambiguous.



Page 93

1 Are you asking if she was aware in May 2010 if that was
2 going on, or aware at any time that they were intending
3 that in 2010? That's unclear.

4 MR. YURCHAK: That's being overly
5 technical.

6 Q. (BY MR. YURCHAK) Are you aware?

7 A. I don't know.

8 Q. You don't know? You'll -- do you see on the
9 stock subscription agreement that it appears to purport
10 that Mark Phillips had subscribed to 9200 shares?

11 A. I see that.

12 Q. Okay. Do you have any specific recollection
13 as to whether there was any intent that the
14 reincorporation -- the reincorporated Hunts Point
15 Ventures would issue shares in the amount of 9200 to
16 Chad Rudkin, Mark Phillips, Doug Lower?

17 MR. WEYTHMAN: Objection. Calls for
18 speculation. Assumes facts not in the record.

19 THE WITNESS: I don't know.

20 MR. YURCHAK: I have to take a minute to
21 look at my documents.

22 MR. WEYTHMAN: It's almost lunch.

23 MR. YURCHAK: I was going to ask if you
24 wanted to do it now or --

25 MR. WEYTHMAN: If you're comfortable



1 with stopping now, we can take lunch now.

2 MR. YURCHAK: That's fine.

3 MR. WEYTHMAN: Okay. About an hour?

4 MR. YURCHAK: An hour. 1 o'clock?

5 MR. WEYTHMAN: Sure. That works.

6 (Recess 11:56 a.m. to 1:00 p.m.)

7

8 EXAMINATION (Continuing)

9 BY MR. YURCHAK:

10 Q. I think we left off discussing your
11 understanding of Hunts Point Ventures' intent with
12 respect to recognizing other shareholders other than
13 Steve. Does that sound generally right to you as far as
14 where we left off?

15 A. I don't know. Let's go with it.

16 Q. All right. So if I could have you refer back
17 to Exhibit 2, these were your notes on the second page?

18 MR. WEYTHMAN: I'm going to have to
19 object to the characterization that they are the
20 witness's notes. I believe she said they appear to be
21 similar to her notes.

22 THE WITNESS: Okay.

23 Q. (BY MR. YURCHAK) The exhibit that appears to
24 look similar to your notes on page 2, do you see on the
25 second bullet point that it was understood, Steve was to

1 be a sole shareholder, and then all three would join
2 Steve as 22 percent shareholders?

3 A. Mm-hm (answers affirmatively).

4 Q. And Joyce would have an eight percent
5 interest?

6 A. Mm-hm (answers affirmatively).

7 Q. Do you recall where you acquired that
8 understanding?

9 A. I can't say for sure. It was among
10 conversation with all the people involved.

11 Q. Okay. Do you have any idea -- from your
12 knowledge of Hunts Point Ventures, has Hunts Points
13 Ventures recognized Mark Phillips as a shareholder?

14 MR. WEYTHMAN: Objection. Ambiguous.

15 THE WITNESS: When?

16 Q. (BY MR. YURCHAK) At any point in its
17 corporate life.

18 MR. WEYTHMAN: Objection. Calls for
19 speculation.

20 THE WITNESS: I don't know how to answer
21 that. At the point in time when we were the
22 shareholders of HPV, there wasn't documentation to show
23 that Mark was a shareholder.

24 Q. (BY MR. YURCHAK) I understand. Insofar as
25 you're aware, has Hunt Points Ventures at any point



1 recognized him as a shareholder?

2 A. Not as far as I'm aware.

3 Q. What's your understanding as to why it did
4 not, given your notes regarding the intent that he be
5 one of the people recognized as a shareholder?

6 MR. WEYTHMAN: Objection. Calls for
7 speculation. Also, again, the characterization of the
8 document as the witness's notes. That is not consistent
9 with witness's testimony.

10 THE WITNESS: So you're -- ask your
11 question of me.

12 MR. YURCHAK: Could you read back the
13 question?

14 (Question on Page 96,
15 Lines 2 through 4,
16 read by the reporter.)

17

18 Q. (BY MR. YURCHAK) Why did you not recognize
19 him?

20 A. I can't say why Steve and Joyce did what they
21 did in forming the company. I don't know.

22 Q. Okay. On the fourth page of your notes, in
23 the middle, in the section of "Original Partners,"
24 there's a line that starts "Intended Shareholders," and
25 again, you make reference to Steve, Mark, Doug, and Chad

1 as being equal shareholders?

2 A. Mm-hm (answers affirmatively).

3 Q. Based on a Memorandum of Understanding.

4 What's your knowledge of what the Memorandum of
5 Understanding is?

6 MR. WEYTHMAN: Same objection regarding
7 the characterization, misstatement of the witness's
8 testimony.

9 THE WITNESS: I didn't -- I haven't read
10 the Memorandum of Understanding. I have a summary idea
11 of what the intent was. I also know that it was never
12 executed or signed. And I can't speak to the behavior
13 of everybody's actions.

14 Q. (BY MR. YURCHAK) Okay. And you said it was
15 your -- you are aware that it was not signed; is that
16 right?

17 A. Yes.

18 Q. In that same section I just referred you to,
19 the last part says, "Not signed by Doug or Mark."

20 A. Mm-hm (answers affirmatively).

21 Q. When you state that certain people did not
22 sign it, does that mean that other people did sign it?

23 A. I can't be sure. I do recall the day that
24 that document was talked about to be signed. I don't
25 know what day that was, but I remember the sort of

1 intent or plan of everyone wanting to. And then I also
2 remember that Doug and Mark chose not to. I can't speak
3 to -- as to what reason. And that's all I know about
4 that.

5 Q. Do you ever recall seeing signatures of
6 anybody on the document called a Memorandum of
7 Understanding?

8 A. I can't say.

9 Q. Okay.

10 A. I don't know.

11 Q. Going back to page 2 of your notes --

12 MR. WEYTHMAN: Counsel, can we just
13 refer to it as Exhibit 2 so I don't have to make that
14 characterization objection every time?

15 MR. YURCHAK: No problem. I'm sorry.

16 MR. WEYTHMAN: No worries.

17 Q. (BY MR. YURCHAK) Going back to Exhibit 2,
18 page 2 of Exhibit 2, you make reference to an investment
19 of 200,000 by Joyce Schweickert?

20 A. Mm-hm (answers affirmatively). Where?

21 Q. Top of the page.

22 A. Okay. I see it.

23 Q. Was there any records or documentation
24 regarding that 200,000 from Joyce Schweickert?

25 A. No. Not that I ever saw.

Page 99

1 Q. And do you recall how you chose to represent
2 that transaction in Hunts Point Ventures' accounting?

3 MR. WEYTHMAN: Objection. Assumes facts
4 not in the record.

5 THE WITNESS: Handling of that was
6 identical to all the other handling of transactions that
7 didn't have supporting evidence.

8 Q. (BY MR. YURCHAK) And how was that handled?

9 A. It was sort of left up in the air to be
10 determined by the accountants as the process we were
11 going through.

12 Q. Okay.

13 A. With the accountants.

14 Q. The accountants ever seek out from you
15 additional information regarding Hunts Point Ventures'
16 transactions?

17 A. Yes.

18 Q. Did they ever ask you about the Joyce
19 Schweickert transaction?

20 A. Yes.

21 Q. Did you ever reach out to Joyce Schweickert
22 for information about that transaction?

23 A. Yes.

24 Q. And when did that occur?

25 A. I can't be specific as to dates, but there



1 were phone calls, as well as a lunch.

2 Q. Okay. And what was your understanding of
3 what -- of how Joyce represented what that money was?

4 MR. WEYTHMAN: Objection. Assumes facts
5 not in the record.

6 THE WITNESS: At that lunch, Joyce
7 explained to us that she didn't want to have anything to
8 do with HPV. She didn't want her money back. She
9 didn't want anything to do with anything with HPV.

10 Q. (BY MR. YURCHAK) And who was present at the
11 lunch?

12 A. Chad, Joyce and myself.

13 Q. And did she give a reason why she didn't want
14 any of her money back?

15 A. Not on that occasion.

16 Q. Did she give an indication on -- did she say
17 something about that on a different occasion?

18 A. Yes.

19 Q. And what did she say about why?

20 A. It would be hearsay. I didn't hear it
21 directly from her.

22 Q. Oh. I understand. Sometimes comments --
23 things that are said in a deposition aren't always
24 proper evidence, but we can ask about it anyway. So
25 even though it's hearsay, do you still recall?

1 A. My understanding was that she -- because of
2 her gaming license in Nevada, that she didn't want to be
3 associated with Mark Phillips in regards to what was
4 going on with his criminal investigation and such. That
5 was the understanding. We had the lunch, because we
6 were now then the shareholders of HPV, to understand her
7 loan or investment, we wanted to be able to properly
8 classify it and understand what her wants and desires
9 and expectations were, because we couldn't find the
10 evidence, and we were simply given she didn't want to
11 have anything to do with it.

12 Q. Did you ask her to sign anything?

13 A. No.

14 Q. At that time?

15 A. No. It was a very casual lunch for the
16 purpose of discussing HPV, but not a business formal
17 setting.

18 Q. Sure. And you don't ever recall when that
19 occurred, approximately?

20 A. Not -- I can't even -- let me see. It may be
21 a stretch, but I think it was near the time when we were
22 having our board meeting or we invited people to the
23 board meeting, and that was in August 2012, I believe,
24 so probably somewhere near that date. But again, I'm
25 guessing.



Page 102

1 Q. Okay. On the same page of Exhibit 2, you
2 discussed Sandy Hoover loan?

3 A. Uh-huh (answers affirmatively).

4 Q. And for the record, Sandy Hoover is -- who's
5 Sandy Hoover?

6 A. She's my mother.

7 Q. And did she give money to Hunts Point
8 Ventures?

9 A. Yes.

10 Q. And how much did she give?

11 A. I think it was 100,000.

12 Q. Was she owed any interest on that loan?

13 A. Yes.

14 Q. Do you recall if Hunts Point Ventures ever
15 paid any interest on that loan?

16 A. No.

17 Q. And why --

18 A. Yes, I recall. No, we did not.

19 Q. Thanks for being precise. And why was that?

20 A. We had a discussion with her relative to the
21 state of HPV and its mission of pursuing litigation to
22 create income. And at that state there wasn't a lot of
23 money in HPV, and so she verbally agreed on multiple
24 occasions to put a stay on her note, in an effort to
25 allow HPV to continue to litigate in the hopes of making



1 money.

2 Q. Do you recall at what point her principal --
3 her interest payments were due on the principal?

4 A. I know it's in the note, but I don't know
5 what it is. I don't remember.

6 Q. Are you aware if HPV ever had funds available
7 to it to make payments to any of its creditors?

8 MR. WEYTHMAN: Objection. Calls for
9 speculation.

10 THE WITNESS: Without having the
11 documentation in front of me, I can't speak to the bank
12 account.

13 Q. You note that it appears Ms. Hoover had
14 conversations with Mark, Chad, and Steve in the spring
15 of 2010?

16 A. Mm-hm (answers affirmatively).

17 Q. Is that an accurate statement?

18 MR. WEYTHMAN: Objection. Vague.

19 Ambiguous.

20 THE WITNESS: To the best of my
21 knowledge.

22 Q. (BY MR. YURCHAK) Do you know if Mark ever had
23 conversations with Ms. Hoover after the spring of 2010?

24 MR. WEYTHMAN: Objection. Foundation.

25 Personal knowledge. Calls for speculation.



Page 104

4 Q. (BY MR. YURCHAK) And do you recall when that
5 dinner was?

6 A. I think it was in the fall after Mark was
7 released.

8 Q. Was it prior to her making a loan?

9 MR. WEYTHMAN: Objection. Misstates the
10 witness's testimony, as far as being a loan.

14 Q. (BY MR. YURCHAK) No.

15 A. Okay. So your question was -- no.

16 Q. My question --

17 A. When Mark was released it was --

18 Q. You recall --

19 A. -- well after the loan had taken place.

Q. Are you talking about 2012?

21 MR. WEYTHMAN: Objection. Ambiguous.

22 Q. (BY MR. YURCHAK) I'm asking if you recall
23 when -- you mentioned Mark coming for a dinner?

24 A. Yes.

25 Q. With you and Sandy?

1 A. Yes.

2 Q. And you said that happened after his release?

3 A. Correct.

4 Q. I guess we should define what you mean by
5 "release," because I understood there were different
6 points in time in 2010 when he was released?

7 A. Okay. That's true. So the last time that
8 Mark was out of jail.

9 Q. For good?

10 A. Yeah, the last time.

11 Q. Okay. Also in your notes, in the last
12 sentence you write, "It was also believed by Sandy that
13 Steve was the sole shareholder at HPV and that Chad
14 Rudkin was an operating director and intended
15 shareholder of HPV."

16 MR. WEYTHMAN: Objection. Assumes facts
17 not in the record, that the witness actually wrote this.

18 Q. (BY MR. YURCHAK) Did you recall writing that
19 statement?

20 A. Can you identify it again?

21 Q. It's just the last sentence of the paragraph
22 beginning 10/15/10.

23 A. Oh.

24 Q. Using that to try to refresh your
25 recollection, do you recall where -- from whom you

1 acquired the knowledge that Chad Rudkin was an operating
2 director?

3 A. I don't know.

4 Q. On the third page of your notes -- on the
5 third page of Exhibit 2, at the top of -- there's
6 discussion about Joyce Schweickert, Joyce Schweickert's
7 resignation.

8 A. Mm-hm (answers affirmatively).

9 Q. When was your understanding about when she
10 formally resigned? What is HPV's understanding about
11 when she formally resigned?

12 MR. WEYTHMAN: Objection. Speculation.

13 Assumes facts not in the record.

14 THE WITNESS: I can't speak to HPV's
15 understanding, but I can tell you that when I got that
16 box of crap from Steve, it was the first time that it
17 was brought to my awareness that Joyce was ever a
18 shareholder of HPV up until that point. We didn't have
19 knowledge that she was a shareholder.

20 Q. (BY MR. YURCHAK) Do you feel that you're able
21 to speak for HPV prior to the time of your involvement
22 on the date of May 29, 2012, as was indicated in Exhibit
23 3?

24 MR. WEYTHMAN: Objection. Vague.

25 Ambiguous. Unintelligible.

Page 107

1 THE WITNESS: I don't feel I can speak
2 on behalf of HPV. I feel like I could speak on behalf
3 of my understanding.

4 Q. (BY MR. YURCHAK) And what do you mean by that
5 statement?

6 A. I wasn't in any capacity to do -- to perform
7 HPV business. And clearly we were going through a
8 personal tragedy. So though we were aware of things
9 brought to our attention, we weren't directly involved.

10 Q. Do you recall, according to HPV's records,
11 when her resignation occurred?

12 MR. WEYTHMAN: Objection. Assumes facts
13 not in the record.

14 THE WITNESS: I can't say for certain,
15 but I believe it was towards the end of 2010.

16 Q. (BY MR. YURCHAK) Would it make sense, if
17 these are your notes in Exhibit 2, that the dates you
18 indicate would have been the time at which the different
19 events described would have occurred?

20 MR. WEYTHMAN: Objection. Calls for
21 speculation. Vague. Ambiguous.

22 THE WITNESS: I think I would be
23 speculating on what's in front of me.

24 Q. (BY MR. YURCHAK) Mm-hm. Would it help to
25 look at the dates for other entries, for instance, the

1 one below it, dated 1/1/2011, describing the time that
2 Chad became a 50 percent shareholder? Would it help to
3 look at the date below that, 4/29/11, Jennifer
4 Schweickert invested 200K?

5 A. Sure. If these are my notes, my efforts were
6 in an attempt to put together a time line of events.

7 Q. Okay. So if these are your notes, then you
8 were endeavoring to create an accurate time line of when
9 those events occurred?

10 A. Yes.

11 (Exhibit No. 5 marked
12 for identification.)

13 Q. Do you -- can you identify Exhibit 5?

14 A. It appears to be an invoice from Newman and
15 Du Wors to HPV.

16 Q. Have you ever seen such similar invoices
17 before while working?

18 A. Yes.

19 Q. As an officer of Hunts Point Ventures?

20 A. Yes.

21 Q. And if I could direct your attention to the
22 second page, do you see the date, February 8th, '11?

23 A. Mm-hm (answers affirmatively).

24 Q. And do you see the description of services
25 performed, which includes a resignation of Joyce

1 Schweickert?

2 A. Yep.

3 Q. Board Resolution to Accept the Resignation?

4 A. Yep.

5 Q. Does HPV have any explanation as to why its
6 attorney performed that work on February 8th, 2011, when
7 the -- when, upon your belief and understanding, the
8 resignation was finalized as of December 2010?

9 MR. WEYTHMAN: Objection. Calls for
10 speculation. Misstates and mischaracterizes the
11 witness's testimony. Assumes facts not in the record.
12 No foundation that the statement here actually is true.
13 You can answer if you understand the question.

14 THE WITNESS: You would have to ask
15 Steve. I wasn't there.

16 Q. (BY MR. YURCHAK) You've never had any
17 conversation with anybody about the backdating of Joyce
18 Schweickert's resignation from Hunts Point Ventures?

19 MR. WEYTHMAN: Objection. Assumes facts
20 not in the record.

21 THE WITNESS: Have I had conversations
22 with anybody regarding backdating?

23 Q. (BY MR. YURCHAK) Of Joyce Schweickert's
24 resignation from Hunts Point Ventures?

25 A. Not that I recall.



1 Q. And does Hunts Point Ventures have any
2 explanation, if it were true that Joyce Schweickert's
3 resignation was backdated, as to why that happened?

4 MR. WEYTHMAN: Objection. Calls for
5 speculation. Again, the witness has already stated that
6 she can't testify on behalf of HPV.

7 THE WITNESS: I can't. You'd have to
8 ask Steve.

9 Q. (BY MR. YURCHAK) Did Hunts Point Ventures
10 recognize that Joyce was a shareholder at any point in
11 time?

12 MR. WEYTHMAN: Objection. Calls for
13 speculation.

14 THE WITNESS: I feel like you'd have to
15 ask Steve.

16 Q. (BY MR. YURCHAK) You presently are unable to
17 answer whether Joyce Schweickert was a shareholder at
18 any point in time at Hunts Point Ventures?

19 MR. WEYTHMAN: Objection. Asked and
20 answered.

21 Q. (BY MR. YURCHAK) Is that correct?

22 A. I can't answer for HPV. Are you asking me
23 or are you asking on behalf of HPV?

24 Q. On behalf of HPV.

25 A. Okay. I can't answer for HPV.



1 (Exhibit No. 6 marked

2 for identification.)

3 Q. Exhibit 6 should be to your right. Does
4 Hunts Point Ventures recognize this document?

5 MR. WEYTHMAN: Objection. Speculation.

6 Foundation. Personal knowledge. Again, the witness has
7 testified that she can't represent anything for HPV. If
8 you'd like to depose HPV, you can send a subpoena to
9 HPV's counsel and you can ask them to send a
0 representative to sit for deposition.

11 MR. YURCHAK: Well, I am asking
12 questions of HPV. And my understanding, under the civil
13 rules, 30, subsection D, I believe, the rules state that
14 I may notice a corporation to have a representative
15 appear, but that I'm not required to follow that
16 procedure in order to depose a corporation. I am
17 seeking to have Hunts Point Ventures' testimony on the
18 record regarding the state of its corporate affairs. If
19 that's an issue for you, I think we need to address it
20 now. And I can -- we can look specifically at the rule
21 if you'd like.

22 MR. WEYTHMAN: Go ahead.

23 MR. YURCHAK: So I'm reading off of C R
24 30(b)(6). "A party may in his notice name as a deponent
25 a public or private corporation. In that event the



1 organization so named shall designate one or more
2 officers to testify on its behalf." And the last
3 sentence is, "This subsection does not preclude taking a
4 deposition by any other procedure authorized in these
5 rules."

6 MR. WEYTHMAN: Correct. That doesn't
7 give my client personal knowledge or representative
8 capacity to testify on behalf of a corporation she no
9 longer controls. So you can ask all the questions you
10 want to of HPV, but my client can't represent anything
11 on behalf of HPV. She's already testified as such.

12 MR. YURCHAK: Your client was and still
13 is an officer of HPV.

14 MR. WEYTHMAN: That's a legal
15 conclusion, and I can't testify to that.

16 MR. YURCHAK: That's plain on its face,
17 according to the corporate documents, that she's an
18 officer of HPV and remains so to this day, and has
19 signed corporate resolutions saying that she adopts and
20 ratifies everything done by the corporations since its
21 inception. HPV has no other officers to depose.
22 There's no one else to go to. The corporation is, after
23 all, its people. And there are only two people, as you
24 know, involved in this corporation. So there is no one
25 else to ask questions of regarding HPV. If your client

1 wishes to state as her testimony on behalf of HPV that
2 she's not authorized to give testimony, then I guess
3 that's what the record's going to reflect. I think what
4 I simply need to know is that we have an understanding
5 that the questions are being posed to HPV and that these
6 are the answers that I am receiving from the
7 corporation. And if we don't have that understanding,
8 then we need to discuss that.

9 MR. WEYTHMAN: We don't have that
10 understanding.

11 MR. YURCHAK: Then what is your
12 understanding?

13 MR. WEYTHMAN: That my client can't
14 testify on behalf of HPV.

15 MR. YURCHAK: Okay. If I were to notice
16 you -- if I were to notice HPV, whom would it produce to
17 provide testimony?

18 MR. WEYTHMAN: I don't know. I don't
19 represent HPV. That's up to the corporation, according
20 to the rule.

21 MR. YURCHAK: As far as I'm still aware,
22 your firm has a notice of appearance on file for Hunts
23 Point Ventures. You have assigned its asset to a
24 receiver, but you still have an effective notice of
25 appearance which you kept on file even after the

1 receivership was filed last November.

2 MR. WEYTHMAN: My firm's representation
3 of HPV has been terminated.

4 MR. YURCHAK: How so?

5 MR. WEYTHMAN: We were fired.

6 MR. YURCHAK: I believe I received a
7 notice of withdrawal to which we objected.

8 MR. WEYTHMAN: That's fine. That's
9 based off the fact that my firm's been terminated.

10 MR. YURCHAK: I feel as if this would
11 not be a productive use of time for your client to
12 terminate a deposition and renote it following your
13 logic, that you've been terminated, and renote it with
14 -- through the receiver and have them produce the same
15 witness that's here today.

16 MR. WEYTHMAN: Counsel, I can't -- one
17 of the issues is if I'm not representing HPV, how can I
18 object on behalf of HPV? I can't represent HPV. I
19 can't make decisions for HPV. I'm not authorized to do
20 that. It would be illegal practice of law to do that.
21 I can't make those decisions.

22 MR. YURCHAK: Yeah.

23 MR. WEYTHMAN: So as I said before, if
24 you want HPV to designate a representative, you need to
25 subpoena HPV.



Page 115

1 MR. YURCHAK: Okay. I'll take a minute
2 with my client, but we'll probably continue, and I
3 won't --

4 MR. WEYTHMAN: If --

5 MR. YURCHAK: -- ask questions of HPV.

6 MR. WEYTHMAN: Right. If you want to
7 ask questions regarding her personal knowledge, you're
8 welcome to do that, but it puts us in a legal conundrum
9 with the status of the corporation and the status of its
10 representation.

11 (Pause in proceedings.)

12 Q. (BY MR. YURCHAK) Okay. So for the record, I
13 will direct my questioning towards what your personal
14 knowledge was as -- during the time of your role as an
15 officer.

16 I can't remember where I left off.

17 MR. WEYTHMAN: We'd just received
18 Exhibit 6.

19 Q. (BY MR. YURCHAK) Exhibit 6. Okay. Do you
20 have any -- do you recognize Exhibit 6?

21 A. Yes, it looks familiar.

22 O. And is it something you may have seen before?

23 A. Without being able to compare it to the
24 original document that I know to be true, it looks
25 it. but I can't -- I can't verify specifically.

1 Q. Okay. Does this document -- would you agree
2 that this document is a document between Hunts Point
3 Ventures and Joyce Schweickert?

4 A. It appears to be the stock redemption and
5 indemnification agreement between Hunts Point Ventures
6 and Joyce Schweickert.

7 Q. So does that mean to you that Joyce
8 Schweickert had stock in Hunts Point Ventures?

9 MR. WEYTHMAN: Objection. Calls for
10 legal conclusion.

11 Q. (BY MR. YURCHAK) Do you see in the second
12 paragraph that -- I'll strike the last question -- that
13 the seller is the record and beneficial owner of 50
14 shares?

15 A. In the last paragraph?

16 Q. Second paragraph.

17 A. I'm sorry. Yes.

18 Q. Is it your understanding that Joyce
19 Schweickert had 50 shares in Hunts Point Ventures?

20 A. It is.

21 Q. Okay. So my question is, if you had any
22 doubts about whether you were to recognize Mark
23 Phillips' shares in Hunts Point Ventures, would it have
24 made sense to ask Joyce Schweickert's opinion about
25 that?



1 MR. WEYTHMAN: Objection. Vague.

2 Ambiguous.

3 THE WITNESS: At the time we became
4 shareholders of HPV, Steve Schweickert was the sole
5 shareholder of HPV.

6 Q. (BY MR. YURCHAK) Correct.

7 A. So we sought clarification from HPV's
8 attorney and from Steve Schweickert.

9 Q. Would you agree that Joyce Schweickert,
10 according to the date on Exhibit 6, signed a document on
11 December 31st, 2010, wherein she sold her shares to Hunts
12 Point Ventures?

13 MR. WEYTHMAN: Objection. Lacks
14 foundation. We haven't established the documents on
15 that.

16 THE WITNESS: If this is the actual
17 agreement, then it appears that that's true.

18 Q. (BY MR. YURCHAK) Would that mean to you that
19 she was a shareholder in 2010 for Hunts Point Ventures?

20 A. Yes.

21 Q. If there was any dispute as to whether there
22 were other people who were supposed to be shareholders
23 during that same period, would it make sense to you as a
24 current officer to ask someone like Joyce Schweickert
25 her opinion as to whether or not her corporation



1 recognized other shareholders from that period of time?

2 MR. WEYTHMAN: Calls for speculation.

3 Lay opinion.

4 THE WITNESS: Are you asking if it
5 occurred to me?

6 Q. (BY MR. YURCHAK) (Nods head affirmatively).

7 A. Yes, it occurred to me.

8 Q. And did you ever take any steps to ask Joyce
9 Schweickert that question?

10 MR. WEYTHMAN: Objection. Ambiguous.

11 What question?

12 Q. (BY MR. YURCHAK) To ask what her
13 understanding was as to whether Hunts Point Ventures had
14 intent to recognize others as shareholders in 2010.

15 A. I can't be sure if I asked her or not.

16 Q. Okay. Now, do you recall working to deal
17 with the issue of how to book -- in HPV's accounting
18 records, any funds that had received from Mark Phillips?

19 MR. WEYTHMAN: Objection. Ambiguous.

20 Vague.

21 THE WITNESS: Do I recall? I'm sorry.

22 I forgot --

23 Q. (BY MR. YURCHAK) Do you recall working to try
24 to book -- to understand how to book any funds received
25 from Mark Phillips to Hunts Point Ventures?

1 A. Yes.

2 Q. And do you recall what the amounts were?

3 A. Vaguely, but not specifically.

4 Q. What do you vaguely recall it being?

5 A. I recall somewhere in the neighborhood of
6 75,000 coming in from investment accounts, liquidated
7 investment accounts.

8 Q. Did you come to a final determination on how
9 to book that?

10 A. My recollection at the time was that it was
11 to pay back moneys paid out on his behalf.

12 Q. Okay. So what is your understanding of the
13 moneys that were paid out on his behalf?

14 A. I could never figure out or understand why
15 Steve Schweickert, HPV, paid out personal moneys on
16 Mark's behalf.

17 Q. And what do you mean by "personal moneys"?

18 A. It appeared by documents that I was given
19 that they were personal debts to be repaid.

20 Q. So your characterization of the word
21 "personal" refers to Mark Phillips' personal debts?

22 A. Correct.

23 Q. Okay. And do you recall what those debts
24 consisted of?

25 A. There were several that were legal expenses.

1 One for a storage unit, I believe. One to pay off --
2 one being a transaction. I can't recall the quantity.
3 To pay off an architect.

4 Q. Do you have a vague recollection -- that's my
5 assumption -- of how much money HPV paid out on Mark
6 Phillips' behalf?

7 A. I'm going to go with the vague assumption,
8 but somewhere in the neighborhood of 125, 130,000.

9 Q. And did HPV ever get any money from Mark
10 other than 75 -- from what you recall being \$75,000?

11 MR. WEYTHMAN: Objection. Calls for
12 speculation. Are you referring to the time when she had
13 control or ever?

14 MR. YURCHAK: Ever.

15 MR. WEYTHMAN: Then it calls for
16 speculation.

17 THE WITNESS: Not that I'm aware.

18 Q. (BY MR. YURCHAK) Would it be your position,
19 as the secretary and treasurer, that Mark Phillips owes
20 HPV money?

21 A. That is certainly something I was trying to
22 understand as I was going through the general ledger
23 that we were attempting to put together based on the
24 documentation we had.

25 Q. Okay. Did you ever come to any

1 understanding?

2 A. All of the -- I can't say all -- most of the
3 transactions were not confirmed in a finalized general
4 ledger format. They were being investigated.

5 Q. Okay. And does Hunts Point Ventures claim
6 any money spent on Mark Phillips' behalf due to clearing
7 up title to the patents that he had sold Hunts Point
8 Ventures in August 2010?

9 MR. WEYTHMAN: Objection. Calls for
10 speculation. She's already testified that she can't
11 represent or make representations for Hunts Point
12 Ventures.

13 Q. (BY MR. YURCHAK) Did you make any request for
14 repayment from Mark Phillips due to legal services paid
15 on his behalf by the corporation to clear up title to
16 patents that he sold to Hunts Point Ventures in August
17 of 2010?

18 A. Did I make a request for repayment? Did I
19 misunderstand?

20 Q. Did you -- did you -- do you feel the
21 corporation was owed that money?

22 MR. WEYTHMAN: Objection. Calls for lay
23 opinion, legal conclusion.

24 Q. (BY MR. YURCHAK) For legal services to clear
25 up patents?



1 MR. WEYTHMAN: Same objections.

2 THE WITNESS: I can't -- I can't clarify
3 whether that was a corporate expense or a payment to be
4 sought of reimbursement. At this time I can't clarify
5 that.

6 Q. (BY MR. YURCHAK) Why is that? Do you recall
7 -- let me strike that. Do you recall if any payments
8 for legal services were made to attorneys to clear up
9 title to patents that Mark Phillips sold to HPV?

10 A. My understanding is that yes.

11 Q. And what's your understanding about that?

12 A. That HPV paid money to attorneys to clear up
13 the ownership status of the IP.

14 Q. Do you recall what they were trying to -- do
15 you recall why there was an issue with title?

16 MR. WEYTHMAN: Objection. Depending on
17 what the time line is, this potentially calls for
18 speculation.

19 Q. (BY MR. YURCHAK) Would it help refresh your
20 recollection to look at Exhibit 2 on page 3?

21 A. Mm-hm (answers affirmatively).

22 Q. Where it's indicated that, "Funds were
23 necessary to settle Mark's civil litigation with MOD,
24 freeing up the IP license that had been exclusively
25 contracted to MOD." Does it help refresh your

1 recollection about why title to the patents was not
2 clear -- free and clear at the time of the sale?

3 A. This refreshes my recollection, and this is
4 my recollection in the most simplistic form.

5 Q. Okay. What do you now recall about why the
6 title to the patents was not clear?

7 A. My understanding was that Mark had
8 represented the patents as being free and clear when
9 they were purchased, when in fact there was a licensing
10 agreement with MOD in place.

11 Q. Okay. And I believe you said -- and again,
12 to be clear, so the money spent to deal with that issue
13 is -- is that money that you have indicated the
14 corporation is entitled to reimbursement for?

15 MR. WEYTHMAN: Objection. Asked and
16 answered.

17 THE WITNESS: I don't recall that we
18 took that position.

19 Q (BY MR. YURCHAK) So what position do you take
20 with respect to any money spent on freeing up the title
21 to the patents?

22 A. Well, it was the cost of doing business, and
23 it seemed that perhaps Mark had engaged in
24 misrepresenting that his patents were free and clear
25 when he sold them to HP V.

Page 124

1 Q. Do you know how the corporation has booked
2 the money that was spent on that issue?

3 A. No. I can't be sure.

4 Q. Have you ever made any representation to
5 anyone, including the court, that the corporation may be
6 entitled to that money as a breach of warranty claim?

7 A. No.

8 Q. No?

9 A. (Witness shakes head negatively).

10 (Exhibit No. 7 marked

for identification.)

12 Q. Looking at Exhibit 7, is this a document that
13 you recall having seen before?

14 A. It appears to be the purchase and sale
15 agreement. That's not the copy that I've seen, but it
16 appears to look like it.

17 Q. So you're saying that you've seen a different
18 copy?

19 A. I'm saying that I can't verify anything
20 without the exact documentation that I've held in my
21 hand.

22 Q. Did you keep a copy of that documentation
23 that you provided in a box to your attorneys?

24 A. I don't know about keeping a copy, but I
25 probably have a digital copy --

Page 125

1 Q. Why is that?

2 A. -- on the computer. Because we have e-mail.

3 Q. Did you ever scan any of the -- of the
4 corporation's documents as you were working on them into
5 the computer?

6 A. It's possible.

7 Q. Looking at the -- just the first page,
8 paragraph 3, subsection B, it states that the
9 purchaser's obligation to pay up to a million dollars of
10 sellers' attorneys' fees, et cetera, in the matters of
11 Phillips vs. MOD, provided that these fees are incurred
12 on or after 2010. Might this be a reason, according to
13 the terms of the settlement agreement, why, as you said,
14 you're not seeking any breach of warranty claim against
15 Mr. Phillips for the money spent to clear title on the
16 sale agreement of the patents?

17 MR. WEYTHMAN: Objection. Calls for
18 speculation. Calls for impermissible lay opinion, legal
19 conclusion.

20 THE WITNESS: I wasn't a part of HPV at
21 the time that this contract was made, or any of the
22 agreements you're discussing. So the transactions and
23 conclusions that took place were done by HPV, which at
24 the time was Steve Schweickert.

25 Q. (BY MR. YURCHAK) Okay. And do you see in



1 paragraph 3(a) that the purchaser shall pay to sellers'
2 representative in an amount equal to \$100,000 dollars?

3 A. I see that.

4 Q. Were you aware of that term in this contract
5 that had been made when you were working as an officer
6 in Hunts Point Ventures?

7 A. I didn't have this in front of me as I was
8 attempting to classify transactions, if that's what
9 you're asking.

10 Q. Just asking if you were aware of it.

11 A. I had possession of the Purchase and Sale
12 Agreement. This particular 3(a) wasn't brought out to
13 my attention as something that needed attention.

14 Q. Who typically would bring to your attention
15 things that needed attention?

16 A. Our attorney.

17 Q. Would you ever take any action on your own
18 with respect to Hunts Point Ventures if your attorney
19 did not bring anything to your attention?

20 A. Action meaning doing research? Yes.

21 Q. Okay. Was that -- was doing research
22 something you did on your own outside of your attorney
23 asking you or directing you to do something?

24 MR. WEYTHMAN: Objection.

25 Unintelligible.



Page 127

1 THE WITNESS: Yes. I did research on my
2 own without my attorney's direction.

3 Q. (BY MR. YURCHAK) Okay. Did you ever take any
4 action with respect to your role as an officer of Hunts
5 Point Ventures independent of any advice from your
6 attorney? And I can rephrase that too. Was it your
7 common practice and habit to only take action with
8 respect to decisions of the company after receiving
9 advice from your attorney?

10 A. In the decision-making process, I sought
11 legal counsel's advice.

12 Q. Uh-huh.

13 A. Maybe if you could be more specific about
14 what action, because I'm unsure of what you're asking.

15 Q. It's hard to be more specific. I'm trying to
16 get a general sense of how you made your decisions when
17 a decision needed to be made. What was typical process
18 that -- in how decisions were made?

19 A. Most of our legal -- most of our decisions
20 were legally based, and those all went per the guidance
21 of our attorney. Any other decisions to be made
22 regarding HPV that were made independently or in seeking
23 professional guidance regarding finance, those were the
24 only actions we took on behalf of HPV.

25 Q. Okay. So because your attorney did not make



1 you aware of the term of this contract, that is the
2 reason why you did not become aware of it?

3 MR. WEYTHMAN: Objection.

4 Mischaracterizes the witness's testimony.

5 THE WITNESS: You're suggesting I took
6 action based on this term?

7 Q. (BY MR. YURCHAK) No. I'll strike the
8 question.

9 Are you aware in the work that you did, in
10 trying to understand the accounting of Hunts Point
11 Ventures, if Hunts Point Ventures ever made a payment
12 under this contract to Mark Phillips for \$100,000?

13 MR. WEYTHMAN: Objection. Calls for
14 speculation.

15 THE WITNESS: I can't say. I'm not
16 aware.

17 Q. (BY MR. YURCHAK) Okay. Now, some of the
18 decisions that were made in Hunts Point Ventures
19 occurred around the end of 2012. Do you recall what
20 decisions I may be referring to?

21 MR. WEYTHMAN: Objection. Leading.

22 Ambiguous. Apparently assumes facts not in the record.
23 If you can read counsel's mind, you can answer.

24 Q. (BY MR. YURCHAK) At the end of 2012 -- and
25 I'll strike the last question -- did you work -- what



1 did -- was there a loan made to Hunts Point Ventures?

2 A. I believe so.

3 Q. Were you involved in the process of the
4 making of that loan?

5 MR. WEYTHMAN: Objection. Ambiguous.

6 Vague.

7 THE WITNESS: Involved in the process?

8 Yes, I would have to say that I was.

9 Q. (BY MR. YURCHAK) And as you seem to do with
10 other decisions -- as you seem to do with other things
11 that required decision-making, did you also in this
12 instance seek out the advice of your attorney in the
13 making of the loan at the end of 2012, Hunts Point
14 Ventures?

15 A. Yes, I did.

16 Q. Who do you recall that loan being made -- who
17 were the parties to that loan that was made at the end
18 of 2012?

19 A. I'm assuming you're referring to the loan
20 between Sandy Hoover and HPV.

21 Q. Okay.

22 A. Is that correct?

23 Q. Were there other loans that were made during
24 that time frame?

25 A. Not that I recall.

1 Q. Do you recall if there were any board
2 resolutions that were made for that loan?

3 A. Board resolution, I can't be sure.

4 Q. And do you recall when that loan was signed?

5 MR. WEYTHMAN: Objection. Assumes facts
6 not in the record.

7 Q. (BY MR. YURCHAK) Do you recall when that loan
8 was signed?

9 A. No, I don't know the date.

10 (Exhibit No. 8 marked
11 for identification.)

12 Q. Exhibit 8. How do you recognize Exhibit 8?

13 A. It looks familiar.

14 Q. What does it look familiar as?

15 A. It looks like a promissory note.

16 Q. Who is it between?

17 A. Hunts Point Ventures and Sandy Hoover.

18 Q. Do you recall who prepared that promissory
19 note?

20 A. I do not.

21 Q. You don't recall?

22 A. Hm-mm (answers negatively).

23 Q. And do you see where the promissory note was
24 dated?

25 A. It says January 14th, 2013.

Page 131

1 Q. It's your understanding that that's when the
2 promissory note was actually dated?

3 A. I can't recall.

4 Q. Do you have any -- okay. And what was the --
5 how much was the promissory note made for? What was the
6 sum, money being loaned?

7 MR. WEYTHMAN: Objection. Ambiguous.

8 Are you referring to the amount of the document as
9 Exhibit 8 or the loan that she recalls?

10 MR. YURCHAK: No, I'm -- the document.

11 THE WITNESS: The loan in the document
12 says \$20,000.

13 Q. (BY MR. YURCHAK) And was that a transaction
14 that you authorized as an officer of Hunts Point
15 Ventures?

16 A. Yes.

17 Q. What was the corporate purpose for that loan?

18 A. To acquire funds for HPV.

19 Q. And what were the funds intended to be used
20 for?

21 A. I believe HPV was low on funds. We had a
22 case pending that promised to bring in money to HPV.
23 But we needed a bridge loan to get us to that point.

24 Q. Okay. Did HPV have any funds in its account
25 during this time frame at the end of 2012?

Page 132

1 A. I don't know the answer to that.

2 Q. Would it stand to reason that it had no money
3 if it was seeking a bridge loan?

4 A. That sounds reasonable.

5 Q. Do you recall how the money was spent?

6 MR. WEYTHMAN: Objection. Assumes facts
7 not in the record.

8 THE WITNESS: I believe it was used to
9 purchase shares from Steve Schweickert.

10 (Exhibit No. 9 marked
11 for identification.)

12 Q. (BY MR. YURCHAK) Do you recognize this
13 document?

14 A. It looks like the Share Purchase Agreement
15 between HPV and Steve Schweickert.

16 Q. Was this document that you authorized as an
17 officer -- in your role as an officer?

18 A. If this is the actual document, we did
19 authorize the Share Purchase Agreement.

20 Q. And how much -- who were the parties to this
21 agreement?

22 A. Steve Schweickert and Hunts Point Ventures
23 are the two signers.

24 Q. And how much does the document show was paid
25 -- this document reflects what transactions?



1 MR. WEYTHMAN: Objection. Calls for
2 speculation.

3 THE WITNESS: It reads that it's a
4 transaction between Steve Schweickert and HPV, where
5 Steve Schweickert is selling his shares to HPV.

6 Q. (BY MR. YURCHAK) Okay. And how much is he
7 selling the shares for?

8 A. The document says \$20,000.

9 Q. And where do you read that?

10 A. Section B, Agreement, line 2.

11 Q. Do you see the numbers that are written?

12 A. Yeah.

13 Q. And how do you read those numbers?

14 A. It appears that it reads 20 million.

15 Q. Do you have any explanation why the writing
16 is 20,000, and the numbers say 20 million?

17 MR. WEYTHMAN: Objection. Calls for
18 speculation. Foundation. No personal knowledge of this
19 particular document.

20 THE WITNESS: Are you waiting for me to
21 respond?

22 Q. (BY MR. YURCHAK) Yeah.

23 A. I can't say. It appears to be a mistake.

24 Q. Okay. And what do you think the correct
25 amount is that Mr. Schweickert was owed for his share

1 A. 20,000.

2 Q. Okay. Did Hunts Point Ventures have any
3 funds at the time this was executed in order to pay
4 Mr. Schweickert?

5 A. I can't say.

6 Q. Why is that?

7 A. I don't have access to the bank account
8 information.

9 Q. To the best of your recollection, did it have
10 any funds?

11 MR. WEYTHMAN: Objection. Calls for
12 speculation.

13 Q. (BY MR. YURCHAK) At the time this was signed?

14 A. Did HPV have \$20,000 to pay Steve
15 Schweickert?

16 Q. At the time this was executed.

17 A. Again, unless I'm sitting in front of our
18 finances, I can't say.

19 Q. On the handwritten -- in the handwriting, do
20 you see any handwriting on this document?

21 A. I do.

22 Q. Do you recognize either -- what do you
23 recognize that handwriting to be on the right margin?

24 A. It looks like an initial.

25 Q. Do you recognize the initials?

1 A. I don't. I'd have to guess.

2 Q. What would your guess be?

3 MR. WEYTHMAN: Objection. Calls for
4 speculation.

5 THE WITNESS: One appears to be very
6 similar to Steve Schweickert. The other appears to be a
7 JD.

8 Q. (BY MR. YURCHAK) Do you know anyone with the
9 initials of JD?

10 A. I would have to assume that would be our
11 attorney, John Du Wors.

12 Q. Do you know why his initials appear there?

13 A. I don't.

14 Q. Do you know if he was given authority over
15 the execution of this document?

16 A. Yes, I do.

17 Q. What authority was he given?

18 A. He had the authority to carry out this
19 transaction.

20 Q. And where did that authority come from?

21 A. Myself and Chad.

22 Q. Okay. And did you feel that you needed his
23 authority to carry that transaction out?

24 A. We relied upon him to perform the business
25 duties relating to anything contractual because we

1 didn't have the knowledge to do that ourselves.

2 Q. Did you feel that you needed his authority in
3 order to approve the transaction?

4 MR. WEYTHMAN: Objection. Vague.

5 THE WITNESS: He aided in the
6 transaction. I'm not sure what you're getting at by
7 asking about authority.

8 Q. (BY MR. YURCHAK) However you choose to
9 interpret that word.

10 A. We gave him permission to execute this
11 transaction.

12 Q. Okay. Did you feel as if you needed his
13 permission to do so?

14 A. I can't make sense of what you're asking.

15 Q. If, say, John Du Wors said, "I don't like
16 that transaction, I don't want to do it," would you have
17 dropped the issue and not proceeded with that
18 transaction?

19 MR. WEYTHMAN: Objection. Calls for
20 speculation.

21 Q. (BY MR. YURCHAK) Do you have an answer?

22 A. If he had hypothetically said, "I don't like
23 this transaction, let's not engage in the transaction,"
24 I would have taken his advice.

25 Q. Okay. Have you ever taken any action

1 contrary to John Du Wors' advice?

2 A. I can't recall.

3 Q. Is it possible?

4 A. Is it possible that John Du Wors advised us
5 to do something and we did the opposite?

6 Q. (Nods head affirmatively). Yeah.

7 A. To answer your question, is it possible, it's
8 possible. Do I recall? I don't recall.

9 (Exhibit No. 10 marked
10 for identification.)

11 Q. Exhibit 10, I believe, is in front of you.
12 Do you recognize this document?

13 A. I do.

14 Q. What do you recognize it to be?

15 A. It appears to be the Security Agreement.

16 Q. For what?

17 A. Signed between Sandy Hoover and HPV.

18 Q. Okay. And what do you understand the
19 function this document serves?

20 MR. WEYTHMAN: Objection. Calls for
21 legal conclusion.

22 Q. (BY MR. YURCHAK) First of all, let me go
23 back. Was this document a part of the loan transaction
24 that occurred between Sandy Hoover and Hunts Point
25 Ventures?



1 A. That was the intention.

2 Q. What do you mean by that, that it was the
3 intention? Do you mean that you intended something to
4 happen but it did not?

5 A. I don't know if it did or didn't because you
6 haven't gotten there yet.

7 Q. Okay.

8 A. I assume you're leading to something with
9 this. My understanding of the security agreement was to
10 provide her a secured note to protect her investment.

11 Q. Okay. And did you authorize that
12 transaction?

13 A. Yes.

14 Q. And was that something you sought legal
15 advice for from John Du Wors?

16 A. That was her requirement. That was Sandy
17 Hoover's requirement regarding any sort of financial
18 transaction with HPV.

19 Q. Okay. And was that discussed with John Du
20 Wors?

21 A. Yes.

22 Q. Okay. And can I assume that if the
23 transaction was executed, that John Du Wors did not
24 oppose it?

25 A. Yes.

1 Q. Do you see -- what's your understanding of
2 what a security agreement is?

3 MR. WEYTHMAN: Again, objection. Calls
4 for legal conclusion.

5 THE WITNESS: To ensure the repayment of
6 her loan to HPV.

7 Q. (BY MR. YURCHAK) How does it -- how would it
8 ensure her repayment of the loan to HPV?

9 A. I have no idea. I'm not an attorney. I'm
10 told that's what it was supposed to do.

11 Q. Did you seek advice as an officer to HPV at
12 the time this agreement was entered as to what the legal
13 effect of it would be on HPV?

14 A. Yes.

15 Q. And you sought that advice from John Du Wors?

16 A. Yes.

17 Q. And do you recall, again, what that advice
18 was with respect to what the legal effect of the
19 security agreement is, of what legal effect this
20 security agreement would have?

21 A. Do I recall the conversation?

22 Q. Do you recall the advice of what you
23 understood, what this security agreement was obligating
24 -- what you were obligating Hunts Point Ventures to do
25 under this security agreement?

Page 140

1 MR. WEYTHMAN: Objection.

2 Unintelligible.

3 THE WITNESS: I suppose the answer to
4 the question would be yes.

5 Q. (BY MR. YURCHAK) So what did you understand
6 as far as --

7 A. I understood that Hunts Point Ventures would
8 be borrowing funds. In exchange, that Sandy Hoover
9 would be ensured her money be repaid.

10 Q. And, again, how did you understand --

11 A. That she would have first rights to the funds
12 of repayment.

13 Q. Your understanding was that the security
14 agreement gave her a right to the funds of repayment?

15 A. At the time of repayment she was assured that
16 she would be repaid.

17 Q. And I'm simply asking about the mechanics of
18 how she was to be repaid. Let's assume Hunts Point
19 Ventures does not repay her because it has no money.
20 How would she ensure she gets repaid?

21 MR. WEYTHMAN: Objection. Calls for
22 speculation. Calls for legal conclusion. Impermissible
23 lay opinion.

24 Q. (BY MR. YURCHAK) And if you'd answer the
25 question.

1 A. I assume she could foreclose on her note and
2 take possession of HPV.

3 Q. Okay. First, why do you use the word
4 "assume"?

5 A. Because, again, I'm not an attorney. I
6 didn't draft any of this stuff. I simply have an
7 understanding for what needs to happen, and our attorney
8 and her attorney were responsible for making it happen.

9 Q. Who was her attorney?

10 A. I don't know.

11 Q. Are you sure she had an attorney?

12 A. I can't say for sure either way.

13 Q. Do you feel you have an obligation to know
14 what agreements are being entered into on behalf of
15 Hunts Point Ventures?

16 MR. WEYTHMAN: Objection. Calls for
17 legal conclusion.

18 Q. (BY MR. YURCHAK) As a part of your duties as
19 an officer?

20 MR. WEYTHMAN: Same objection.

21 THE WITNESS: I was able to perform at
22 the best of my knowledge that I had at the time, and
23 then sought legal guidance or professional guidance in
24 every area that I wasn't able to make those decisions.

25 Q. (BY MR. YURCHAK) Were people asking you to do

1 things that you lacked a good awareness of?

2 MR. WEYTHMAN: Objection. Vague.

3 Unintelligible.

4 THE WITNESS: Yeah. I don't know how to
5 answer that.

6 Q. (BY MR. YURCHAK) In your response to how
7 Sandy Hoover gets repaid, you stated that she could be
8 ensured repayment because she would receive Hunts Point
9 Ventures; is that correct?

10 A. My understanding of a security agreement is
11 that it secures your loan, so it's directly tied to any
12 assets of a corporation.

13 Q. Okay. What's your understanding, then, with
14 respect to this security agreement and its assets?

15 MR. WEYTHMAN: Objection. Vague.

16 Q. (BY MR. YURCHAK) And with which assets it
17 would be pledging as security?

18 A. It's not specified, any of the documentation.
19 It's simply a security agreement securing her loan.

20 MR. WEYTHMAN: Whenever you get a
21 comfortable chance for a break, it's been about an hour
22 and a half.

23 MR. YURCHAK: Now's fine.

24 (Recess 2:25 to 2:33 p.m.)

25



1

2 EXAMINATION (Continuing)

3 BY MR. YURCHAK:

4 Q. So we left off talking about your
5 understanding of what exactly was securing Ms. Hoover's
6 loan.

7 A. Yeah.

8 Q. If you look at paragraph 3 of the first page
9 of Exhibit 10, would you agree that it says, "The
10 company assigns, grants to the secured party security
11 interest in all of its right, title and interest, and
12 into all of its assets, including, but not limited to
13 the assets described in the attached Exhibit A"? What
14 would you understand those -- first, that was a
15 question. Sorry. Would you agree that's what it says?

16 A. Yes.

17 Q. What did you understand the assets of the
18 company to be?

19 A. Likely it would be the IP that the company
20 holds.

21 Q. Did you understand at the time this agreement
22 was approved that the company was securing the IP to a
23 \$20,000 loan?

24 A. No, because the \$20,000 loan was going to be
25 attached to the original loan, making it a \$120,000

1 loan, which did seem like a reasonable thing to do.

2 Q. Okay. Was -- when was the original \$100,000
3 loan made?

4 A. I can't give you a date. I don't recall.

5 Q. Was that loan secured?

6 A. The original \$100,000 loan was not secured.

7 Q. Were you successful in securing it?

8 A. Attached to the \$20,000 loan? To the best of
9 my knowledge, yes.

10 Q. And how did that happen?

11 A. I have no idea. We told our attorneys to do
12 it, and they did.

13 Q. Were there any board resolutions that
14 documented that transaction?

15 A. I can't be certain. I believe so.

16 Q. Are you certain that the \$100,000 loan became
17 a secured loan?

18 MR. WEYTHMAN: Objection. Calls for
19 legal conclusion. Asked and answered.

20 Q. (BY MR. YURCHAK) Are you certain that it
21 became a secured loan?

22 A. Yes.

23 Q. What gives you that certainty?

24 A. Well, because our attorneys told us that it
25 was.

1 Q. Did you ever see any documentation to that
2 effect?

3 A. I don't -- I don't recall.

4 Q. And if your attorney tells you something, do
5 you generally believe that what he's telling you is
6 true?

7 A. Yes.

8 Q. Would you be surprised to learn that the
9 \$100,000 loan is not secured?

10 MR. WEYTHMAN: Objection.

11 THE WITNESS: No. Because I don't
12 believe that to be true.

13 Q. (BY MR. YURCHAK) My question was, supposing,
14 hypothetically, it was not secured, what would your
15 reaction be?

16 MR. WEYTHMAN: Objection. Calls for
17 speculation.

18 THE WITNESS: I can't say what my
19 reaction would be. I don't believe that's the case.

20 Q. (BY MR. YURCHAK) I understand, ma'am. What
21 if you learned it was the case?

22 MR. WEYTHMAN: Same objection.

23 Q. (BY MR. YURCHAK) How would you react?

24 A. The transaction that was supposed to have
25 taken place didn't take place.



1 Q. Mm-hm.

2 A. That would be my conclusion.

3 Q. Not conclusion. What would your reaction be
4 to learn that the \$100,000 loan was not secured, as your
5 attorneys had told you it had been?

6 A. That would not be acceptable to learn that
7 was the case.

8 Q. Why would it not be acceptable?

9 A. Because that was the direction given.

10 Q. Would it be unacceptable for any other
11 reason?

12 A. I don't have a good answer for you.

13 Q. How would you feel with respect to the
14 corporation were you to learn that you were unable to
15 secure an additional \$100,000 of debt?

16 MR. WEYTHMAN: Objection. Vague.

17 Ambiguous.

18 Q. (BY MR. YURCHAK) Are you able to answer?

19 A. I'm not sure what you're asking, if you're
20 asking me how I might feel or react to learn something
21 that I haven't learned.

22 Q. As a corporate officer, in your role as a
23 corporate officer, what would your reaction be to learn
24 that the \$100,000 hadn't been secured?

25 MR. WEYTHMAN: Objection. Calls for

1 speculation.

2 Q. (BY MR. YURCHAK) In the sense that you have
3 an interest over the affairs --

4 A. It would be a mistake -- my feeling would be
5 that it would be a mistake that would need to be
6 corrected because we assured the creditor that that
7 would be the case.

8 Q. Okay. So you assured the creditor that her
9 100,000 would be secured?

10 A. We did.

11 Q. Was that -- what was the reason -- was the
12 only way to get the creditor to make the loan is if her
13 interest was secured?

14 MR. WEYTHMAN: Objection. Leading.

15 THE WITNESS: The creditor required her
16 loan be secured.

17 Q. (BY MR. YURCHAK) Now, you said you were in a
18 position where you needed to find additional funding for
19 Hunts Point Ventures at that point in time; is that
20 right?

21 A. Correct.

22 Q. Did you ever seek out any other sources of
23 funding other than your mother?

24 A. We discussed plenty of other options, and we
25 made a decision to choose her loan.

1 Q. What were those other options?

2 A. I don't recall.

3 Q. Do you have an IRA account?

4 A. I do.

5 Q. Was there any discussion about you loaning
6 money from your IRA account to Hunts Point Ventures?

7 A. Yes.

8 MR. WEYTHMAN: Objection. Calls for
9 speculation.

10 Q. (BY MR. YURCHAK) Are you able to recall any
11 other discussions about how to derive funding for Hunts
12 Point Ventures?

13 A. A traditional means of a loan, from a bank.
14 Myself and Chad were the two likely, and Sandy as active
15 people supporting and invested in HPV, we were the
16 likely sources.

17 Q. Okay.

18 A. That's where the discussion -- that's where
19 the discussion was.

20 Q. I assume you have a good relationship with
21 your mother?

22 A. I do.

23 Q. A trusting relationship?

24 A. It is.

25 Q. Did you understand through the security

1 agreement that your mother would have the right to
2 acquire all of the assets of your corporation if she was
3 not paid back on her loan?

4 MR. WEYTHMAN: Objection. Assumes facts
5 not in the record. Calls for legal conclusion.

6 THE WITNESS: I was aware that that was
7 the nature of the security agreement.

8 Q. (BY MR. YURCHAK) Is that the reason why you
9 chose your mother from whom to receive funding for Hunts
10 Point Ventures?

11 MR. WEYTHMAN: Objection. Leading.

12 THE WITNESS: I -- no, I guess, is the
13 right answer.

14 Q. (BY MR. YURCHAK) No?

15 A. No.

16 Q. In other words, if another individual had
17 come along, John Doe, and offered to lend 20,000 to
18 Hunts Point Ventures in exchange for a security
19 agreement to all of its assets, would you have made that
20 transaction?

21 MR. WEYTHMAN: Objection. Calls for
22 speculation.

23 THE WITNESS: It's unlikely.

24 Q. (BY MR. YURCHAK) Why is that?

25 A. She was --

Page 150

1 Q. Sorry. Let me rephrase. Why is it that you
2 then made that same transaction except with a person who
3 was your mother?

4 A. Say that again?

5 Q. Why is it then that you made that transaction
6 but only with a person who is your mother?

7 A. It had nothing to do with her being my
8 mother. She made the first loan on the account of
9 Mark's promises to build a thriving company. Had
10 nothing to do with our relationship. Had to do with
11 Mark. She was then the only legitimate creditor to HPV
12 with proper documentation, so it seemed a natural
13 course.

14 Q. Was there anything in your mind as to why
15 additional moneys should be sought from prior creditors
16 of Hunts Point Ventures with respect to this
17 transaction?

18 MR. WEYTHMAN: Objection. Vague.

19 THE WITNESS: I'm not sure I understand
20 what you're asking.

21 Q. (BY MR. YURCHAK) It sounds as if the basis
22 for why you chose your mother is because she was the
23 prior creditor?

24 A. Yes, this is true.

25 Q. And I was simply trying to understand, to get



1 a better understanding of why, why her being a prior
2 creditor should matter.

3 A. Because she was very interested in the
4 success of HPV. So she was there and available.

5 Q. And did you reach out to any of the other
6 past creditors of Hunts Point Ventures?

7 A. No.

8 Q. Given your understanding that Hunts Point
9 Ventures -- given your awareness today that Hunts Point
10 Ventures was contractually obligated to pay Mark
11 Phillips \$100,000, did you approach him to seek a loan?

12 A. I don't know that that's true.

13 Q. Now, on the security agreement, we discussed
14 in Exhibit 9 that the promissory note was dated January
15 14, 2013; is that correct?

16 A. The secured promissory note is dated January
17 14th, 2013. Is that what you just said?

18 Q. Yeah. That was our understanding; right?

19 A. Correct.

20 Q. Now, the security agreement, Exhibit 10, did
21 you see what date there is indicated in the very first
22 sentence?

23 A. November 19th, 2012.

24 Q. Do you understand why -- and if you look at
25 the last page of the security agreement, do you see any

1 date there?

2 A. "As of the date and year first written
3 above."

4 Q. And what would you interpret that to mean,
5 then?

6 MR. WEYTHMAN: Objection. Calls for
7 legal conclusion, inadmissible lay opinion, speculation.
8 Foundation. We still don't know who drafted this.

9 Q. (BY MR. YURCHAK) What would you interpret
10 that to mean, then?

11 A. It appears that they're referring to the date
12 on the front of the document.

13 Q. Would your understanding be that this was
14 executed then on the date on the front of the document?

15 A. I can't be sure. I don't know.

16 Q. According to your understanding of the
17 document, as a corporate officer, is that your
18 understanding?

19 MR. WEYTHMAN: Same objections.

20 Q. (BY MR. YURCHAK) And how you read it now?

21 A. It appears from reading this document that
22 they signed it on November 19th, 2012.

23 Q. Do you recognize the signatures on the last
24 page?

25 A. I do.



1 Q. Have you had occasion to see either signature
2 before?

3 A. Yes.

4 Q. Do those signatures on this document
5 accurately -- or appear in the way that you have seen
6 these signatures before?

7 A. I recognize them, and they appear to be their
8 signatures.

9 Q. Of which people?

10 A. Sandy Hoover and Chad Rudkin.

11 Q. Do you have any explanation as to why on the
12 last page Sandy's name is both typed and handwritten?
13 Her name, not signature.

14 A. Mm-hm (answers affirmatively).

15 MR. WEYTHMAN: Objection. Calls for
16 speculation, lack of foundation. We still haven't
17 established who's drafted the document.

18 Q. (BY MR. YURCHAK) Do you have any explanation
19 about that?

20 A. I'm not sure what you need to be explained.

21 Q. Why "Sandy" is typewritten and "Hoover" is
22 not.

23 A. I have no idea. I didn't make this. I don't
24 know.

25 Q. Do you know who did make it?



Page 154

1 A. I don't know.

2 Q. Okay. What is your explanation as to why the
3 security agreement is dated November 19, but the
4 promissory note is dated January 14?

5 MR. WEYTHMAN: Objection. Calls for
6 speculation. Lack of foundation.

7 Q. (BY MR. YURCHAK) Do you have any awareness as
8 to why that was?

9 A. I don't remember. I'm sure there was a valid
10 reason. I just don't recall.

11 Q. Do you think it's possible to execute a
12 security agreement without there being a loan in place?

13 A. Objection. Calls for legal conclusion.
14 Calls for speculation. Impermissible lay opinion.

15 (Exhibit No. 11 marked
16 for identification.)

17 Q. What do you recognize Exhibit 11 to be?

18 A. It appears to be a printed e-mail.

19 Q. Okay. And who do you see on the very first
20 page there that the sender -- who is the sender?

21 A. Well, the very top of the document it looks
22 like that sender is John Du Wors.

23 Q. Do you recognize that e-mail address?

24 A. I don't know.

25 Q. John@Newmanlaw?



Page 155

1 A. Looks good to me. I can't say either way. I
2 don't know.

3 Q. How would you typically correspond with John
4 Du Wors?

5 A. I'd type in "John" and my little field would
6 populate automatically and I'd send an e-mail.

7 Q. The "to" line, do you recognize that e-mail
8 address?

9 A. I do.

10 Q. Who's that?

11 A. Chad Rudkin.

12 Q. Now, do you -- are you aware -- do you have a
13 recollection of this being one of the documents that you
14 organized in order to provide to your attorneys to go to
15 the receiver?

16 A. I don't know. I can't say.

17 Q. Would it help your recollection to see
18 Exhibit 1?

19 A. I didn't organize the document to go to the
20 receiver. I organized the documents for the purpose of
21 putting them in one place, so I can't answer that
22 question.

23 Q. Does this look like one of the documents you
24 organized to put in one place?

25 A. I -- I don't know. I can't say for sure.

1 Q. Looking at the e-mails, if we look in the
2 middle of the page, the e-mail from Michael Spain, do
3 you know Michael Spain?

4 A. I don't.

5 Q. Does that name sound familiar?

6 A. It rings a bell.

7 Q. In what way?

8 A. Perhaps it's my mother's attorney, but I
9 would be completely speculating.

10 Q. Okay. Looking at Michael Spain's e-mail, he
11 writes there, "A secured promissory note and security
12 agreement for HPV are attached."

13 MR. WEYTHMAN: Objection. Foundation.
14 We know nothing about this document or this particular
15 e-mail of the document.

16 Q. (BY MR. YURCHAK) Would you agree that's what
17 it says?

18 A. That's what I read on this document.

19 Q. And John Du Wors, does it appear to you that
20 he forwards that e-mail to Chad Rudkin with a comment
21 that, "We'll get them finalized over the weekend"?

22 A. That's what I read.

23 Q. And you notice that the date is November 23,
24 2012, on that e-mail?

25 A. I see that.



1 Q. And on page 3 of 14, do you see that there's
2 a "from" line, Chad Rudkin, and then there's a "to"
3 address, Sandy@bobandsandy.com. Do you see that?

4 A. I do.

5 Q. Do you recognize the "to" address?

6 A. I do.

7 Q. And who do you recognize that to be?

8 A. To Sandy Hoover.

9 Q. Would I be off base in assuming Bob is her
10 husband?

11 A. Her deceased other half.

12 Q. And do you see the comment that Chad makes,
13 "Here's a draft of the note from HPV for you to comment
14 for review"?

15 MR. WEYTHMAN: Objection. Assumes facts
16 not in the record. Foundation. Personal knowledge.
17 Speculation. We don't know that Chad wrote this. He
18 hasn't established any foundation in the document.

19 Q. (BY MR. YURCHAK) Do you see the writing there
20 that says, "Here's the draft of the note"?

21 A. I see that.

22 Q. Do you see the date of that e-mail?

23 A. I do.

24 Q. And what is that date?

25 A. Saturday, 1 December, 2012.



1 Q. Do you have any explanation -- what is --
2 having read that, and looking at the date, would you
3 assume -- what would your understanding be as to whether
4 or not those -- the documents that were being discussed,
5 the promissory note and security agreement, what would
6 your understanding be as to whether or not those
7 documents had been executed by Sandy or not as of that
8 day on December 1st, 2012?

9 MR. WEYTHMAN: Objection. Calls for
10 speculation. Same lack of foundation.

11 THE WITNESS: Based on the documents I'm
12 reading in my hand, it appears that they are reviewing
13 documents.

14 Q. (BY MR. YURCHAK) Is there a reason why you're
15 not included on these e-mail threads?

16 MR. WEYTHMAN: Objection. Calls for
17 speculation. No personal knowledge.

18 THE WITNESS: I didn't -- I wasn't
19 participating in this part of the process.

20 Q. (BY MR. YURCHAK) When you mean "this part of
21 the process," what do you mean?

22 A. When they were working on the security
23 agreement, I wasn't participating.

24 Q. Okay. Were you aware of what was happening?

25 A. I was aware that it was happening.



1 Q. How would you define the scope of your role
2 and what happened?

3 A. "You guys taking care of this?"

4 "Yes."

5 "Great."

6 Q. That's it?

7 A. That's it.

8 Q. And would that be a reason -- would that be
9 your understanding as to why you would not have been
10 included in the communications with John Du Wors about
11 this security agreement?

12 MR. WEYTHMAN: Objection. Calls for
13 speculation. Same objection to foundation.

14 THE WITNESS: It sounds like a
15 reasonable thing to assume.

16 Q. (BY MR. YURCHAK) Do you know if you ever
17 requested to be a part of those communications?

18 A. I don't believe I did.

19 Q. Is there a reason why you chose not to
20 participate?

21 A. Because we have a life. We had other jobs
22 and responsibilities, and this was a very small
23 component of our life.

24 Q. Is that the way you've always viewed Hunts
25 Point Ventures during the time you were an officer?

1 MR. WEYTHMAN: Objection. Leading.

2 THE WITNESS: I would have to say that
3 that answer would vary on what given day or week.

4 Q. (BY MR. YURCHAK) What's the reason you chose
5 to become an officer of Hunts Point Ventures?

6 A. I suppose we were the last men standing.

7 Q. Did anyone ever request that you become an
8 officer?

9 A. I don't recall.

10 Q. When you say you were the last men standing,
11 what did you mean by that?

12 A. From the inception of the HPV concept,
13 throughout its running its course, people have fallen
14 like flies, and we were the last two people that have
15 the integrity and ability to do anything with HPV.

16 Q. Was there ever any point at which one of
17 these people who had dropped like flies reappeared and
18 expressed an interest to be a part of HPV?

19 A. Funny. So when Mark Phillips got out of jail
20 and he came to us to be a part of HPV, did that happen?
21 Yes, that happened.

22 Q. So it sounds as if you describe HPV as being
23 rather a burden?

24 A. Yeah.

25 Q. Did you ever get any compensation for all the

1 work that you did?

2 A. At the very beginning we received a very
3 small amount of compensation to help us financially
4 while Mark was living with us. I had to stay home
5 because we had small children at home. I wasn't working
6 at that time.

7 Q. Are you talking about 2010?

8 A. I am. After we became shareholders -- I
9 don't believe that we did. We had a generalized
10 agreement between us and our attorney, and our attorney
11 did not tell us to do this, but our belief was that we
12 wanted to keep the money in HPV to allow us to go out
13 and litigate the patents for the purpose of making
14 money, and when there was money to be had, that was
15 actually money that was available, not necessary for the
16 next litigation, then we would compensate ourselves and
17 pay back shareholders and creditors. Although during
18 that entire process we were trying to establish who
19 those people actually were.

20 Q. So why do you think that never happened?

21 A. It was happening. It was in the middle of
22 happening.

23 Q. How long -- do you recall when John Du Wors
24 began -- is it correct that John Du Wors was retained to
25 prosecute the patents?

1 MR. WEYTHMAN: Objection. Calls for
2 speculation.

3 THE WITNESS: I believe that to be the
4 case, but I didn't make that choice.

5 Q. (BY MR. YURCHAK) Do you recall when that was?

6 A. Again, I wasn't formally a part of HPV, but
7 in reviewing documents and e-mails, it appears that he
8 was asked to do so, I believe, by Mark and Steve in
9 2010.

10 Q. Okay. And you testified earlier that you
11 believe there was two settlements obtained by Hunts
12 Point Ventures; is that correct?

13 A. Yeah.

14 Q. Did you ever receive an explanation from John
15 Du Wors as to why it wasn't happening?

16 MR. WEYTHMAN: Objection. Leading.
17 Argumentative.

18 THE

19 but there's nothing that I could share with you that
20 would be specific.

21 Q. (BY MR. YURCHAK) Did you ever express any
22 frustration that more wasn't happening?

23 A. Yes.

24 Q. How is that -- was that expressed to John Du
25 Wors?

Page 163

1 A. Yes.

2 Q. And what was his response?

3 A. I'm not sure I could quote for you. I don't
4 even have a good summary.

5 Q. Would it seem to you as if he would make
6 promises?

7 MR. WEYTHMAN: Objection. Leading.

10 Q. (BY MR. YURCHAK) And you feel you tended to
11 have gotten that a lot from him?

12 MR. WEYTHMAN: Objection. Leading.

20 Q. (BY MR. YURCHAK) Did you have any
21 understanding as to why, though?

22 A. It was language that I didn't fully
23 understand, so it's difficult for me to summarize.

24 Q. Do you recall if John Du Wors ever blamed
25 Mark Phillips for the inability to effectively and more

1 efficiently prosecute the patents?

2 A. Did he ever?

3 Q. Mm-hm.

4 A. Throughout the scope of time that we were a
5 part of HPV, yes.

6 Q. What would he say about that?

7 A. I'm really summarizing here, and I don't know
8 how this works legally, so forgive me.

9 Q. That's fine.

10 A. At the point in time that the IP was
11 purchased, that it wasn't fully owned by HPV to
12 litigate. There was an outstanding agreement with MOD
13 that needed to be taken care of. That's the first half.
14 The second half I understood that Mark Phillips
15 contacted RIM, putting the ownership of the patent in
16 question, thus stopping litigation.

17 Q. Those were the two examples that you recall
18 having been given to you by John Du Wors, as far as
19 putting blame on Mark for the challenges with
20 prosecuting the patents?

21 A. Yes.

22 Q. So to be clear, you have a specific
23 recollection that John Du Wors blamed Mark Phillips for
24 the issue with the title that was not clear to the IP in
25 2010?

1 MR. WEYTHMAN: Did you understand the
2 question?

3 THE WITNESS: I think I do. Would you
4 like to say that again?

5 Q. (BY MR. YURCHAK) I was just making -- wanting
6 to make clear for the record that John -- that John Du
7 Wors told you he was blaming Mark Phillips for the
8 problems associated with having clear title to the IP in
9 2010?

10 MR. WEYTHMAN: Objection as ambiguous.
11 Are you saying that they made communication in 2010,
12 the problems were in 2010?

13 MR. YURCHAK: The communication.

14 THE WITNESS: No, that's not true.

15 Q. (BY MR. YURCHAK) So what did John Du Wors
16 specifically say about Mark having fault for the IP not
17 being fully owned in 2010?

18 A. Well, I was summarizing my takeaway from
19 conversations with John Du Wors, so I can't be specific
20 as to what he said.

21 Q. I understand.

22 A. The conversation wasn't had that John Du Wors
23 specifically said, "I blame Mark Phillips." However, I
24 understood that it was because of actions taken by Mark
25 Phillips in the purchase and sale that led HPV to not be



1 able to litigate the patents.

2 Q. Okay. And is it safe to assume you don't
3 know what those actions were that Mark Phillips had
4 taken?

5 A. I think it's safe to say I couldn't get real
6 technical about it.

7 Q. And you mentioned as another example that
8 Mark Phillips had contacted RIM? That was a problem?

9 A. Yes.

10 Q. Did John Du Wors inform you that RIM had
11 instituted a re-examination process against the patents?

12 A. Yes.

13 MR. WEYTHMAN: Objection. Leading.

14 Q. (BY MR. YURCHAK) He had?

15 A. I was aware that there was a re-exam.

16 Q. Were you able to reconcile how RIM taking
17 that action on the re-exam was Mark's fault?

18 MR. WEYTHMAN: Objection. Leading.

19 Mischaracterizes the witness's testimony.

20 Argumentative.

21 THE WITNESS: I don't recall making that
22 association.

23 Q. (BY MR. YURCHAK) Sort of jumping around here.
24 You had mentioned you being the last people standing and
25 that Mark Phillips came out of prison. Did he approach

1 you at the end of 2012 with respect to understanding
2 what his status was in Hunts Point Ventures?

3 A. Yes.

4 Q. And if I'm not mistaken, I think some hours
5 ago you said there was a meeting, meeting at Sandy's
6 house?

7 A. Yes.

8 Q. Was that the meeting you were talking about
9 having occurred after his release from prison?

10 A. Yes.

11 Q. What was the purpose of that meeting?

12 A. To see Mark again and reengage and have
13 discussion about HPV.

14 Q. Okay. And what did Mark request at that
15 meeting with respect to HPV?

16 A. He requested a certain amount of access to
17 HPV documents.

18 Q. Was that given to him?

19 A. There was some information shared with him,
20 specifically the -- the general ledger that I had been
21 working on. For classification purposes, he was going
22 to assist me in allocating specific classifications for
23 transactions, and he was going to help identify those
24 transactions and prepare past documentation for the
25 purpose of those transactions to be able to clarify for

1 accounting purposes.

2 Q. Was there any discussion about him being
3 recognized as a shareholder?

4 A. There was some discussion about that.

5 Q. Okay. And what was the response to that?

6 MR. WEYTHMAN: Objection. Vague.

7 Q. (BY MR. YURCHAK) How did you respond to his
8 request to become a shareholder?

9 MR. WEYTHMAN: Objection. Assumes facts
10 not in the record. Mischaracterizes the witness's
11 testimony. She didn't testify that he made a request.

12 Q. (BY MR. YURCHAK) Did Mark Phillips request to
13 become a shareholder?

14 A. I don't believe that that actually happened
15 that -- at that time.

16 Q. What did he -- at any point in time after his
17 release in 2012, did he request to become a shareholder?

18 A. I can't recall a specific time he requested
19 to become a shareholder. It was clear that the
20 intention was to be a part of HPV.

21 Q. Do you know in what way that was intended to
22 happen, to be a part of HPV?

23 MR. WEYTHMAN: Objection. Ambiguous.

24 At what point in time, counsel?

25 THE WITNESS: Are you referring to on

1 that day or that day thereafter?

2 Q. (BY MR. YURCHAK) I'm referring to that time
3 frame, 2012.

4 A. Mark drafted up notes indicating his
5 interpretation of the conversation and his desires for
6 HPV.

7 Q. Okay. Do you recall what those notes -- what
8 -- those notes would intend to have happen with respect
9 to him and HPV?

10 A. I recall that they were specific and they
11 identified him with specific titles. I can't tell you
12 today exactly.

13 Q. And your testimony was that you can't recall
14 any request being made by Mark to be a shareholder; is
15 that right?

16 A. I don't remember a specific conversation
17 where he asked to be a shareholder. Perhaps in those
18 notes it's possible that he stated that.

19 Q. So after he drafted these notes, what
20 happened with them?

21 A. He sent them to us to sign.

22 Q. Did you sign them?

23 A. We didn't.

24 Q. And why not? Wait. After you received the
25 notes to be signed, what was your -- did you first

1 contact John Du Wors to get advice about it?

2 MR. WEYTHMAN: Objection. Leading.

3 THE WITNESS: The notes came in an
4 e-mail, and I believe the attachment read, "Please read
5 through and make any appropriate changes."

6 Q. (BY MR. YURCHAK) So what did you do after
7 getting the e-mail?

8 A. I'm not sure I remember. We did not sign the
9 notes. I know that it aroused discussion between Chad
10 and I as to where we were all going to be, what we were
11 going to do, but I don't recall what we did next.

12 Q. Did you ever talk to John Du Wors about it?

13 A. We did.

14 Q. Did you ever -- what was John Du Wors'
15 position?

16 A. That, "Let's get together to talk about it."

17 Q. Okay. Do you recall if either of the
18 officers of Hunts Point Ventures told Mark that they
19 were considering recognizing him in some way with Hunts
20 Point Ventures prior to meeting with John Du Wors?

21 MR. WEYTHMAN: Objection. Leading.

22 THE WITNESS: We discussed Mark's
23 involvement with HPV at every level, but I can't
24 remember specific times and places of those discussions,
25 but it did happen around that time frame. So it was on



1 the table for discussion between the three of us.

2 Q. (BY MR. YURCHAK) What do you mean by "every
3 level"?

4 A. Director, officer. I'm going to go ahead and
5 assume shareholder, but I don't have direct recollection
6 of him asking that. Again, it could be in those notes.
7 But we discussed how Mark would be a part of HPV.

8 Q. Do you know if Chad Rudkin ever told him that
9 he would follow through on any of those things you just
10 mentioned?

11 MR. WEYTHMAN: Objection. Calls for
12 speculation. Lack of foundation. Personal knowledge.

13 Q. (BY MR. YURCHAK) Were you ever present to
14 witness Chad Rudkin telling Mark Du Wors -- were you
15 ever present to witness Chad Rudkin telling Mark
16 Phillips that he had an intent to follow through on
17 making him an officer or shareholder or director?

18 MR. WEYTHMAN: Objection. Leading.

19 THE WITNESS: It's possible, but I don't
20 recall.

21 Q. (BY MR. YURCHAK) So when you talked to John
22 Du Wors about this, what was his position?

23 MR. WEYTHMAN: Objection. Vague.

24 Ambiguous. What is "this"?

25 THE WITNESS: What I remember of our

1 discussion with John Du Wors was, "Let's get together
2 and have a meeting."

3 Q. (BY MR. YURCHAK) Okay. Were you present --
4 okay. Did you guys -- did you, Chad, Mark, or Chad and
5 Mark, or you and Mark get together with John Du Wors to
6 have a meeting?

7 A. We did.

8 Q. Who was present?

9 A. Myself, Chad, John Du Wors, and Mark.

10 Q. And what was said at that meeting with
11 respect to whether Mark Phillips could be recognized?

12 A. Well, the intent of that meeting was to
13 figure out how to bring us all together. Then we asked
14 Mark to sign a nondisclosure agreement, and Mark assured
15 us that he didn't have to because HPV belonged to him.
16 There was heated discussion and anger and frustration,
17 and the meeting ended with no resolution.

18 Q. Did John Du Wors ever give a legal opinion as
19 to whether Mark Phillips could be recognized in Hunts
20 Point Ventures?

21 MR. WEYTHMAN: Objection. Calls for
22 speculation.

23 THE WITNESS: Did he give his opinion on
24 whether Mark could be recognized? I can't -- I don't
25 recall.



Page 173

1 Q. (BY MR. YURCHAK) Do you ever recall -- do you
2 ever recall if Chad Rudkin ever told Mark Phillips he
3 could not be a part of Hunts Point Ventures because he
4 was a convicted felon?

5 MR. WEYTHMAN: Objection. Calls for
6 speculation. Lack of personal knowledge.

7 THE WITNESS: I recall discussion around
8 the complexity of that issue between Chad, John, myself,
9 and Mark.

10 Q. (BY MR. YURCHAK) What was your position on
11 that issue?

12 A. Okay. My takeaway from that was that Mark
13 may not be a shareholder of HPV. He may just be an
14 officer and director or hold a title of HPV in an effort
15 to protect HPV from his criminal background.

16 Q. Okay. How did you form that opinion?

17 A. I can't say.

18 Q. You can't say?

19 A. Not because I don't want to. Because I don't
20 have a reference point.

21 Q. Do you recall whether or not that may have --
22 that the reference point to that opinion may have been
23 John Du Wors?

24 A. Well, and to clarify, I'm not quite sure that
25 was just an opinion. I think that it was a concern. So



1 it was part of the dialogue to be had in that meeting
2 that didn't properly take place.

3 Q. Do you know who first raised the concern?

4 A. I think it was always a concern from the time
5 that Mark was convicted.

6 Q. Okay.

7 A. So I don't recall a particular time and date
8 when it became a concern on the docket.

9 Q. And, again, at any point in time, can you
10 recall first who it was that raised that as a concern?

11 MR. WEYTHMAN: Objection. Asked and
12 answered.

13 THE WITNESS: No.

14 (Exhibit No. 12 marked
15 for identification.)

16 Q. Going to Exhibit 12, could you please take a
17 look at Exhibit 12.

18 What do you recognize this Exhibit 12 to be?

19 A. It appears to be a printed e-mail.

20 Q. And, again, do you recognize the e-mail
21 addresses in the "from" and "to" lines?

22 A. I do.

23 Q. And the date on the e-mail?

24 A. Monday, January 14th.

25 Q. Of 2013?

1 A. 2013.

2 Q. Would you agree that the e-mail states that
3 -- that it's from John Du Wors, it's addressed to Chad
4 and Sandy, and he says to "please find the promissory
5 note and security agreement"?

6 A. That's what it reads.

7 Q. And do you see that there's two attachments
8 to that e-mail?

9 A. I do.

10 Q. And would you agree that they say "secured
11 promissory note final," and "security agreement final"?

12 A. Yes, that's what it says.

13 Q. Would you agree that the date on the
14 promissory note was January 14, 2013?

15 A. On this particular promissory note?

16 Q. Yeah. Of Exhibit 10. Secured promissory
17 note?

18 A. Exhibit 8?

19 Q. I'm sorry.

20 A. On that particular secured promissory note,
21 Exhibit 8, the date is January 14th, 2013.

22 Q. Again, do you have an explanation as to why
23 the document that appears to be attachment called
24 "Security Agreement" is e-mailed on January 14, 2013,
25 but dated as of November 19, 2012?



Page 176

1 MR. WEYTHMAN: Objection. Calls for
2 speculation. Lack of foundation. Haven't established
3 the authenticity of the documents.

4 THE WITNESS: I can't say. You'd have
5 to ask Sandy or Chad.

6 (Exhibit No. 13 marked
7 for identification.)

8 Q. This is Exhibit 13. And you have Exhibit 13
9 before you?

10 A. I do.

11 Q. Do you recognize this exhibit?

12 A. It appears to be very similar to my personal
13 notes.

14 Q. Is that in reference to the other exhibit,
15 Exhibit 2, I believe?

16 A. How do you mean, "in reference to"?

17 Q. You said, "This looks very similar to my
18 personal notes." I was trying to understand what you
19 meant by "personal notes."

20 A. Well, again, these are notes that I took --
21 these appear to be notes that I took.

22 Q. Okay.

23 A. That I kept. It's a printed copy of
24 something that resembles my notes.

25 Q. Okay. And I know it's a lot to ask because

1 there's 12 pages, but does it appears as if this is a
2 true and accurate copy of the personal notes that you
3 recall having created?

4 A. I can only tell you that it looks very
5 similar.

6 Q. Were you -- on -- do you notice a date on the
7 footer of your notes?

8 A. Saturday, January 26, 2013.

9 Q. Is your name present there?

10 A. It is.

11 Q. And, again, would that date correspond to
12 when these notes were created?

13 A. I can't tell you that for sure. I don't
14 know.

15 Q. Is that because you testified earlier that
16 sometimes when you open documents, the document will
17 update itself automatically with a date?

18 MR. WEYTHMAN: Objection. Leading.

19 Objection. Mischaracterizes and categorizes the
20 witness's testimony.

21 THE WITNESS: That's possible that date
22 was added by an automated date mark.

23 Q. (BY MR. YURCHAK) Would that occur just by
24 opening the document?

25 A. That's possible.



Page 178

1 Q. Do you recall what program you used to do
2 your notes in, computer program?

3 A. Yes, it's a Mac program. It's called Pages.

4 Q. Pages?

5 A. Mm-hm (answers affirmatively).

6 Q. Would you still have an electronic file of
7 your notes on that Mac?

8 A. Likely.

9 Q. Have you looked anytime recently?

10 A. At these notes?

11 Q. Yeah.

12 A. No.

13 Q. After you created your notes, can you recall
14 how often you would look at them?

15 A. No.

16 Q. What was the purpose, if you can recall, for
17 the creation of these notes?

18 A. Very similar to our earlier discussion
19 regarding my intent to put together a time line of
20 events to make sense of HPV matters.

21 Q. Okay. If I could direct your attention to
22 page 3 under "Actionable Items List" -- actually, can we
23 establish -- do you agree that you authored these notes?

24 A. If these are direct replica of my notes, then
25 I was the author.

Page 179

1 MR. YURCHAK: Shall I refer to it as an
2 exhibit?

3 MR. WEYTHMAN: Please do, actually.

4 We're not willing to authenticate any documents based on
5 Mr. Phillips' history of forgery.

6 MR. YURCHAK: Oh.

7 Q. (BY MR. YURCHAK) Okay. So there, under
8 "Actionable Items Lists" on Exhibit 13, you write
9 "Secured loan -- to secure asset (IP) from lenders
10 foreclosing on note."

11 Does that refresh your recollection as to what
12 you were thinking at the time you created these notes?

13 A. Sure. It refreshes my memory as to that
14 particular topic.

15 Q. Okay. Do you recall what lenders you're
16 referring to when you write that?

17 A. I thought we already established that we
18 hadn't identified exactly who the lenders or creditors,
19 shareholders were at that time.

20 Q. What did you mean when you said that you need
21 -- that -- when you wrote, "to secure the asset from
22 lenders foreclosing on the note"?

23 MR. WEYTHMAN: Objection to foundation.

24 THE WITNESS: I imagine I meant to

25 secure the asset -- to secure the loan to protect the IP

1 from being foreclosed upon.

2 Q. (BY MR. YURCHAK) Okay. And in 1.2 you
3 write -- it is written, "How much does loan need to be
4 to ensure IP security in regards to Jennifer's note?"

5 A. Uh-huh (answers affirmatively).

6 Q. What does that sentence mean?

7 A. Can you ask me the specific question, because
8 I feel like you're trying to have me put words where
9 they don't belong.

10 Q. How -- what does that -- what does that
11 sentence mean when you write, "How much does loan need
12 to be to ensure IP security in regards to Jennifer's
13 note?"

14 A. That would be an accounting question.

15 Q. To answer what question specifically?

16 A. Well, we have to assume that Jennifer has a
17 note or Jennifer doesn't have a legal note. So in both
18 cases I need to seek advice from our accountants and our
19 attorneys in regards to if we were to get another loan
20 and it needed to be secured, is there a certain quantity
21 that it would need to be if Jennifer's note is valid,
22 versus if Jennifer's note is not valid. So I was
23 attempting to write a question to seek more information.

24 Q. Why would you be seeking to ensure IP's
25 security in regards to Jennifer's note?

1 A. Why would I be seeking IP security?

2 Q. Why would you be seeking to ensure IP
3 security in regards to Jennifer's note?

4 A. Well, as you can see, we had a bit of an
5 inclination that there would be a lot of litigation
6 going on, which appears to be the truth.

7 Q. Okay. And because of that inclination, what
8 steps did you try to take with respect to the IP
9 security?

10 A. Well, as you can see from the Actionable
11 Items List, the paragraph talks about reducing our
12 vulnerability by selling our new business profitability
13 plan to our creditors and renegotiate creditor notes.
14 So first we needed to identify who was a creditor. We
15 needed to identify the status of each
16 creditor/shareholder/whatever the hell everybody was.
17 And then we needed to be able to identify what they were
18 and what the terms are so that we reduce risk in our one
19 and only asset of our company.

20 Q. Did you believe that Jennifer's note posed a
21 risk to the one and only asset in your company?

22 MR. WEYTHMAN: Objection. Calls for
23 legal conclusion.

24 THE WITNESS: We were concerned, based
25 upon the ambiguity and all the open-ended non-signed



1 documents that existed, that anything could be claimed
2 at that time.

3 Q. (BY MR. YURCHAK) And the next sentence, it's
4 written, "Secured loan will have priority, but would a
5 judge force sale of IP to pay off secured, then
6 Jennifer?"

7 A. Yeah.

8 Q. Were you seeking a way to create a priority
9 security interest over other creditors?

10 A. Let's get something straight. We hadn't
11 established that Jennifer was a valid creditor, nor the
12 terms of a loan. So I was simply asking questions that
13 I needed clarification for from people with the proper
14 professional background. So the question there is would
15 a secured loan have priority? Or would a judge force
16 the sale of the IP to pay off the secured note and then
17 to pay off Jennifer's note? So it's hard to make
18 assumptions based on questions I was asking.

19 Q. I'm not trying to make assumptions. I'm
20 trying to get an understanding of what some of the
21 intent was behind the notes.

22 A. I'll make it real clear what the intent was.
23 The intent was to protect the business with a whole
24 bunch of loose, open-ended documents.

25 Q. Did you feel you were protecting the business

1 by making a security agreement of the entire assets to
2 your mother?

3 MR. WEYTHMAN: Objection.

4 Argumentative.

5 THE WITNESS: Yes.

6 Q. (BY MR. YURCHAK) Yes?

7 A. Yes. That was the security agreement for the
8 business.

9 Q. Did you feel you were protecting the business
10 by making a secure --

11 A. Absolutely.

12 Q. And how so?

13 A. Because the open-ended contracts that did or
14 did not exist, that could or could not be identified
15 left a lot of exposure vulnerability to a business. So
16 we were concerned. Until those loose ends were
17 tightened up and we could have an understanding for what
18 they meant and reach agreement with each of those
19 people, which hadn't been done at the time, we needed to
20 protect the business.

21 Q. If -- even if it's an unknown, if Jennifer
22 had a secured note and could have foreclosed on that
23 note, and that the security interest was against the
24 assets of the corporation, why would you feel you would
25 have to protect against that if the corporation entered

1 into such an agreement?

2 MR. WEYTHMAN: Objection. Calls for
3 speculation. Calls for legal conclusion.

4 THE WITNESS: I heard way too many "ifs"
5 in that question, and the basis for everything you're
6 asking revolves around contracts that didn't legally
7 exist. So we were doing our best to understand those
8 contracts and reach out to those folks to reach an
9 understanding. At the same point we needed to protect
10 the assets of HPV.

11 Q. (BY MR. YURCHAK) Do you recall what you
12 intended -- what the intent of your -- of the note that
13 says on 1.2.1, "Enough to argue fraudulent transfer"?
14 What was the "fraudulent transfer" in reference to?

15 MR. WEYTHMAN: Objection. Vague.

16 THE WITNESS: So you're asking me what
17 was enough to argue fraudulent transfer? What was that
18 referring to?

19 Q. (BY MR. YURCHAK) Yeah, do you have -- does
20 reading that now refresh your recollection as to what
21 "fraudulent transfer" was in reference to?

22 A. It's all in reference to asking the proper
23 questions of our accountants and our attorneys about the
24 security of notes versus notes that exist legally and
25 notes that are still unidentified.

1 Q. Was it a legal opinion that you followed that
2 in order to ensure that the assets of the corporation
3 were protected, that you should make a new security
4 agreement?

5 MR. WEYTHMAN: Objection. Vague and
6 ambiguous. Unintelligible.

7 THE WITNESS: I don't recall.

8 Q. (BY MR. YURCHAK) And at 1.3.2, it's written,
9 "Can we transfer Sandy's note payable to a secured
10 note?" Would this correspond to what you were saying
11 earlier about asking your attorneys to transfer the
12 earlier loan by Ms. Hoover into a secured loan?

13 A. Yes.

14 Q. Do you know why you wrote, then, "Would it be
15 better to create a new secured note?" "No, needs to be
16 new value"?

17 MR. WEYTHMAN: Objection. Assumes facts
18 not in the record. Same foundation objection as
19 earlier.

20 THE WITNESS: I can only defer to what's
21 written here, and it says "or would it be better to
22 create a new secured note?" So there's a question,
23 "Would it be better to create a new secured note?" And
24 it appears that the response is, "No, it needs to be of
25 a new value." So I said that wrong. The question is



1 actually, "Can we transfer Sandy's note payable to a
2 secured note?" And the response was, "No, it needs to
3 be of a new value."

4 Q. (BY MR. YURCHAK) And what's your
5 understanding of why there needs to be new value?

6 A. My understanding is that was the advice from
7 our accounting team and our legal team.

8 Q. That there needs to be new value in order to
9 do what?

10 A. To create a secured note we needed to have a
11 new loan for a new value.

12 Q. Okay. Does that sound to you as if the new
13 value that would be secured would only be in reference
14 to the new loan?

15 MR. WEYTHMAN: Objection. Calls for
16 legal conclusion. Calls for speculation.

17 THE WITNESS: No, I don't think that
18 that's fair to say.

19 Q. (BY MR. YURCHAK) And why is that?

20 A. Because I know otherwise.

21 Q. And that was because you were told that?

22 A. We sought legal advice and accounting advice
23 and we were told that the new loan would allow us to
24 bring in the first loan into that secured note.

25 Q. Do you recall when the first note was set to

1 come due?

2 A. I don't recall.

3 Q. Do you recall if there was any additional new
4 documentation created to reissue or extend that first
5 loan?

6 MR. WEYTHMAN: Objection. Calls for
7 speculation.

8 THE WITNESS: I don't know.

9 Q. (BY MR. YURCHAK) You would recognize that in
10 Exhibits 8 and 11, I think it is, there's no reference
11 made to any prior loan made by Ms. Hoover?

12 A. I can't say that I've read through all that.
13 I will tell you that I understand that there was some
14 falling back and forth as to how to achieve that. I was
15 not a part of that transaction that happened between the
16 attorneys and Sandy.

17 Q. On the fourth page and the first line, 2.2,
18 it talks about, "Rudkin to become majority shareholder,
19 reduce or eliminate Steve's shares."

20 Do you recall what that was about?

21 A. How do we make that happen?

22 Q. What were you trying to make happen?

23 A. Steve was going through an insanity moment of
24 his life, I suppose. I have no idea what was happening
25 with him personally, but it appeared to be nothing good.

1 And he needed to alleviate his burden of HPV, and he
2 needed money.

3 Q. Okay. And how did it come about that Steve
4 sold his shares to Hunts Point Ventures?

5 A. I don't understand your question. How did it
6 come about?

7 Q. What were the circumstances surrounding the
8 reasons for why Steve sold his shares to Hunts Point
9 Ventures?

10 MR. WEYTHMAN: Objection. Vague.

11 THE WITNESS: Steve faced a lot of
12 ridicule from us as to his poor performance, and he
13 couldn't account for the lack of documentation.
14 Therefore, it became very clear that he needed to step
15 down.

16 Q. (BY MR. YURCHAK) Okay. Was any of his
17 conduct as an officer reflected in any of the board
18 meetings or minutes of Hunts Point Ventures?

19 A. I can't say yes or no to that because I don't
20 recall. However, just on my personal note, I can't
21 imagine we would have talked about him in that light, in
22 our corporate anything.

23 Q. Why is that?

24 A. I suppose I left myself open. Well, I don't
25 recall what we put into our meeting minutes.

1 Q. How would you describe your relationship with
2 Steve Schweickert at the time you were both corporate
3 officers at Hunts Point Ventures?

4 A. Again, I'm not sure how to answer that. We
5 didn't communicate a lot because he didn't respond a
6 lot. We reached out to Steve for answers, and we
7 weren't getting a response. So I don't know how to
8 characterize a relationship based on that. But that's
9 what I know.

10 Q. Do you know if Steve had a trusting
11 relationship with you?

12 MR. WEYTHMAN: Objection. Calls for
13 speculation. Lack of personal knowledge.

14 THE WITNESS: I can't say.

15 Q. (BY MR. YURCHAK) Do you know if he felt that
16 you were honorable?

17 MR. WEYTHMAN: Objection. Calls for
18 speculation. Lack of personal knowledge.

19 THE WITNESS: My interpretation of him
20 was that he felt we were honorable.

21 Q. (BY MR. YURCHAK) In 2.4 of your -- of Exhibit
22 13, it's written, "If not, we will foreclose on our
23 secured loan and he will lose all shares."

24 A. Yeah. That's what it says.

25 Q. What does that mean?



1 A. It means exactly what it says.

2 Q. Could you explain it to me?

3 A. Steve was doing a poor job of managing HPV
4 business, and so if he wasn't willing to walk away or
5 step up to the plate and be of assistance, there was
6 little option for us as a business than to ask him to
7 step down.

8 Q. Is that what this sentence says, that you
9 would ask him to step down, or does it say that "We will
10 foreclose on our secured loan"?

11 A. That's what it says. It says, "We will
12 foreclose on our secured loan and he will lose his
13 shares."

14 Q. Right.

15 A. Yes. Was that a potential option? Yes.

16 Q. To foreclose on the loan as being a potential
17 option?

18 A. Well, HPV couldn't foreclose on the loan.

19 Q. What do you mean by "HPV couldn't foreclose
20 on the loan"?

21 A. Well, you said "we," so I'm not quite sure
22 how to clarify what you meant by "we."

23 Q. I didn't say "we." I was just reading off of
24 what is written there on page 4.

25 A. Those are notes, so it's not concrete. There

Page 191

1 was discussion around foreclosing on the loan if
2 necessary. It never came up again. It wasn't
3 necessary.

4 Q. And that was a potential option, in order to
5 force out a corporate officer, was to simply foreclose
6 on the loan knowing the assets would be transferred to a
7 non-member of Hunts Point Ventures?

8 MR. WEYTHMAN: Objection.

9 Argumentative.

10 THE WITNESS: It was a note I made in
11 discussion about options.

12 Q. (BY MR. YURCHAK) And your interpretation of
13 "we would foreclose," who is "we" in reference to?

14 A. It just says "we." Those are my notes.

15 MR. WEYTHMAN: It's been about an hour
16 and 20. Can we take a break?

17 MR. YURCHAK: Yeah.

18 (Recess 3:50 to 3:57 p.m.)

19

20 EXAMINATION (Continuing)

21 BY MR. YURCHAK:

22 Q. Going back to Exhibit 13 on page 9, I had a
23 question about a note that was made. It's the fourth
24 from the bottom point, reading, "John drafted secured
25 promissory note for Sandy." Who would John be in



1 reference to in that sentence?

2 A. I can only assume it was John Du Wors, but I
3 can't be sure.

4 Q. And I was just curious for you to comment.

5 Would you agree that that statement would seem to mean
6 that John drafted the secured promissory note for Sandy?

7 A. I don't recall. I remember discussion about
8 that, so I don't recall if he did or did not.

9 Q. If you had written down that note, would you
10 tend to recall it -- that was your recollection at the
11 time you made the note?

12 MR. WEYTHMAN: Objection. Calls for
13 speculation.

14 THE WITNESS: You have to assume I could
15 have been presuming.

16 Q. (BY MR. YURCHAK) Okay. On page 6 of those --
17 of Exhibit 13 in the top little paragraph, mentions a
18 phone call. If this had been written by you, would that
19 mean that you made a note of a phone call that you had
20 with John Du Wors on 9/7/12?

21 MR. WEYTHMAN: Objection. Calls for
22 speculation.

23 THE WITNESS: That's possible.

24 Q. (BY MR. YURCHAK) Was it your general habit to
25 make such entries when you made and kept your notes to

1 reflect the activity that was happening on the date that
2 it happened?

3 A. I occasionally kept notes about conversations
4 and dated them.

5 Q. Do you have any recollection, reading one,
6 two, three -- the third point, it says, "Sandy to give
7 Steve the option of foreclosure or buyout"?

8 A. I have a recollection of it right now.

9 Q. Of what it means? Or what do you have a
10 recollection of? Of what?

11 A. I have a recollection of -- of working
12 through a situation and exploring options. I'm not sure
13 what you're getting at.

14 Q. Does that note give you any recollection as
15 to what you -- as to what was discussed regarding Sandy
16 having options with Steve?

17 MR. WEYTHMAN: Objection. Vague.

18 Q. (BY MR. YURCHAK) Any recollection as to what
19 that meant?

20 A. The recollection is a discussion with John Du
21 Wors and a conversation where it appears I took notes.

22 Q. Would there be any reason that Sandy would be
23 able to give Steve options regarding a foreclosure or
24 buyout?

25 MR. WEYTHMAN: Objection. Calls for



1 speculation. Foundation. Lack of personal knowledge.

2 You can answer if you understand the question.

3 THE WITNESS: I don't know.

4 (Exhibit No. 14 marked

5 for identification.)

6 Q. (BY MR. YURCHAK) Do you recognize Exhibit 14?

7 A. I see that it appears to be a printed e-mail.

8 Q. And do you recognize who the e-mail is from?

9 A. It's from myself.

10 Q. Is that your -- do you recognize your e-mail
11 address there?

12 A. I do.

13 Q. And do you recall this e-mail -- do you
14 recall having authored this e-mail?

15 A. I remember sending an e-mail to Mark of this
16 nature. Whether this is the exact one, I can't promise,
17 but...

18 Q. Are you in the habit of saving your e-mails
19 from the past?

20 A. Not in the habit of. It's a practice.

21 Either do or don't.

22 Q. Is there any factor you consider in terms of
23 which gets saved and which don't?

24 A. Not a consistent factor. I make a choice
25 whether to keep them or delete them.

1 Q. Do you recall if you were saving any
2 communications that you were having with respect to
3 Hunts Point Ventures' business?

4 A. Just ask me if I recall -- do I recall saving
5 e-mails?

6 Q. That were related to anything involving Hunts
7 Point Ventures' business?

8 A. Yes. I recall saving e-mails.

9 Q. Okay. Was that a regular practice to save
10 all the e-mails that you got or sent with respect to
11 HPV's business?

12 A. I can't say all, so I suppose the answer's
13 no.

14 Q. Okay. But you did save e-mails of that
15 nature; is that correct?

16 A. I did.

17 Q. I was curious just to ask about the
18 statement -- what does this appear the e-mail was about?

19 A. It appears this is an e-mail follow-up to our
20 conversation and meeting at Sandy's home.

21 Q. Okay. Was that meeting about Mark trying to
22 understand what kind of role or status he may have with
23 Hunts Point Ventures?

24 MR. WEYTHMAN: Objection. Leading.

25 THE WITNESS: It could be.



1 Q. (BY MR. YURCHAK) And you notice the date on
2 this e-mail?

3 A. Yep.

4 Q. What is that date?

5 A. Tuesday, November 6th, 2012.

6 Q. And do you recall what you meant when you
7 wrote, "There are a few small things that need to be
8 ironed out regarding dissolution or transfer shares and
9 ensure that this in no way appears as a fraudulent
10 transfer by Steve"?

11 MR. WEYTHMAN: Objection. Foundation.

12 We haven't established the authenticity of the document.

13 THE WITNESS: I recall all of my
14 conversation and intention to do the right thing for
15 HPV, and so if I stated that, then that was to ensure we
16 were doing things properly.

17 Q. (BY MR. YURCHAK) Is fraudulent transfer, to
18 you, sort of a legal term or is that something you would
19 use in your own vernacular?

20 A. That would be something I would only use --
21 not only. It would be a term that I used when
22 discussing HPV business.

23 Q. Okay. Do you recall having any conversations
24 with your attorney, John Du Wors, about fraudulent
25 transfer of shares by Steve?



1 A. I recall having discussion with John Du Wors
2 about ensuring that we didn't do anything that was
3 inappropriate or fraudulent.

4 Q. Why was there a concern that -- that
5 something like this might appear as fraudulent?

6 A. It's not something like this might appear.
7 It's simply that we don't have the legal background to
8 understand how to perform these sorts of tasks for -- or
9 sales or anything regarding the nature of this
10 conversation. And so we needed to seek clarification
11 for all of our actions.

12 Q. So this is -- if I understood your comment
13 correctly, is the reference of fraudulent transfer more
14 in reference to yourself that you want to make sure you
15 don't do something that may appear fraudulent and that
16 you would need to first seek the guidance of your
17 attorney?

18 A. I think -- I'm not sure how to interpret what
19 you just said. I think what you're saying is that we
20 didn't want to take any actions that were fraudulent or
21 appeared fraudulent. And if that's what you're saying,
22 yes, that's true.

23 Q. Okay. And that would be juxtaposed to the
24 other possible interpretation that there was discussion
25 that any such transfer might be fraudulent; is that



1 right?

2 A. There wasn't a lot of discussion about
3 fraudulent transfer. It was simply -- it was -- I don't
4 know how to say -- all discussion around this topic was
5 to ensure that we were doing things properly.

6 Q. Okay. In the next sentence, why do you write
7 that, "We want Joyce's blessing and buy in on this
8 business maneuver"?

9 MR. WEYTHMAN: Objection. Foundation.
10 Still haven't established the authenticity of the
11 document.

12 THE WITNESS: Probably because that's
13 what I meant.

14 Q. (BY MR. YURCHAK) What did you mean by that?

15 A. I can't recall from this time.

16 Q. This was written in 2012, and we discussed
17 earlier that Joyce resigned her shares at the end of
18 2010.

19 A. I understand.

20 Q. And you testified that you met with Joyce in
21 2012 and she told you she wanted nothing to do with
22 Hunts Point Ventures?

23 A. Correct.

24 Q. So that's why I'm asking, why would you write
25 to Mark that you still seek her blessing in buying in on



1 this business maneuver?

2 A. I can't be a hundred percent clear on my
3 answer for this. I believe that there was dialogue
4 between Steve and Joyce where Joyce wavered back and
5 forth of wanting to participate in HPV. And at this
6 particular moment in time when this document was
7 written, I don't know on what side of the fence Joyce
8 was.

9 Q. Are you saying Joyce would change her
10 position with respect to HPV?

11 A. I am.

12 Q. Okay. So sometimes she wanted to be a part
13 of HPV?

14 A. I believe so.

15 Q. Did Joyce ever express how she wanted to be a
16 part of HPV if she no longer was a shareholder?

17 A. Not very well.

18 Q. What do you mean by that?

19 A. She didn't clearly indicate how she wanted to
20 be a part of HPV.

21 Q. How well do you know Joyce?

22 A. Not very well.

23 Q. How long have you known her?

24 A. I went to a funeral at her home, a memorial
25 service for a man named Bob. And I can't tell you the

Page 200

1 date because I don't recall. But that's when I met her.

2 Q. Okay. You don't recall how many years ago
3 that might be?

4 A. My children were small.

5 Q. That's a nice way to try to remember things;
6 right?

7 A. It was before HPV. It was after I had kids.
8 I just don't recall.

9 Q. I have trouble remembering the past as well.

10 MR. WEYTHMAN: Yesterday.

11 MR. YURCHAK: Yesterday as an example.

12 Q. (BY MR. YURCHAK) You mentioned that -- when I
13 asked you if you'd ever received compensation for Hunts
14 Point Ventures, I think you said -- I think you used the
15 term "we" in reference to you and Chad having received
16 some disbursements which were to be paid against future
17 earnings in Hunts Point Ventures? Is that a generally
18 accurate summary?

19 A. Yes.

20 Q. Do you recall what the amount was that --
21 I'll use the term, "you," received from Hunts Point
22 Ventures?

23 A. It was in small disbursements in the amounts
24 of \$2,000, I believe. I don't think the total exceeded
25 15, maybe 16 total.



1 Q. And after that, after those disbursements,
2 you never did earn any money from Hunts Point Ventures
3 as officers; is that right?

4 A. No. We earned it.

5 Q. I'm sure you did.

6 A. Did we receive compensation from HPV? I
7 can't say never, but I don't believe so.

8 Q. Would that mean that you would owe HPV back
9 the amount of money that you received in disbursements?

10 A. Oh, no.

11 MR. WEYTHMAN: Objection.

12 Argumentative.

13 Q. (BY MR. YURCHAK) What was the answer?

14 A. The answer to the question of do we owe that
15 money back to HPV? No. I believe that HPV owes us
16 money.

17 Q. And what's that based upon?

18 A. That would be based upon the amount of time
19 that we put into managing this project.

20 Q. Okay. And have you made any claim for that
21 to the receiver?

22 A. I don't believe that we did.

23 Q. If you were to guesstimate, how much money do
24 you think that you're owed?

25 MR. WEYTHMAN: Objection. Calls for

1 speculation.

2 THE WITNESS: I think there are a lot of
3 ways to do the math on that, and I don't have the
4 correct answer.

5 Q. (BY MR. YURCHAK) Okay. Were you ever aware
6 of Chad Rudkin holding Mark Phillips' power of attorney
7 at any point in time?

8 A. Yes.

9 Q. And how were you aware of that?

10 A. I believe I have it in an e-mail.

11 Q. Was that e-mailed to you directly?

12 A. I don't recall.

13 Q. And why do you think you would have it in an
14 e-mail?

15 A. Because in scanning documents I have a
16 recollection of seeing reference to it.

17 Q. Did you have an understanding that you were
18 also included in that power of attorney?

19 A. Yes. I do have a recollection of that as
20 well.

21 Q. And what was your recollection?

22 A. When?

23 Q. What is your recollection about you being
24 included? Were you included as Mark Phillips' agent in
25 his power of attorney?

Page 203

1 MR. WEYTHMAN: Objection. Calls for
2 legal conclusion.

6 Q. (BY MR. YURCHAK) Okay. Did you -- were you
7 ever given any instruction by Mark to do anything under
8 that power of attorney?

9 A. Not specifically under a power of attorney,
10 no.

11 Q. Did you get any direction from him to do
12 anything?

13 A. I helped him to liquidate his accounts by
14 sort of being his admin assistant.

Q. And what did you do in so helping him?

16 A. I believe I sent a few e-mails inquiring
17 about information that he'd asked me to inquire about,
18 in terms of what it would take to liquidate those
19 accounts.

20 Q. Okay. Did he ask anything else of you
21 besides helping him with those accounts?

22 A. Not that I recall.

23 Q. Do you recall him making requests of Chad
24 Rudkin to take action under his power of attorney?

25 MR. WEYTHMAN: Objection. Calls for



1 speculation.

2 THE WITNESS: Not that I'm aware of.

3 Q. (BY MR. YURCHAK) Were you ever aware of money
4 coming in to your personal account that arose from the
5 activity associated with the power of attorney?

6 A. No.

7 Q. So you're not aware of receiving at any point
8 money that was owed to Mark Phillips in your personal
9 accounts?

10 A. I don't recall that.

11 Q. Do you recall in 2010 Chad taking action to
12 sell or to be involved in the sale of any of Mark's real
13 estate properties?

14 A. Yes.

15 Q. Did you understand that to be occurring under
16 power of attorney?

17 MR. WEYTHMAN: Objection. Calls for
18 speculation.

19 THE WITNESS: I believe that was
20 performed under a specific power of attorney to sell.

21 Q. (BY MR. YURCHAK) Did Chad ever talk to you
22 about that?

23 A. Possibly.

24 Q. Did he ever talk to you in general about any
25 activity he undertook under the power of attorney on

1 behalf of Mark?

2 MR. WEYTHMAN: Objection. Vague.

3 Ambiguous.

4 THE WITNESS: Are you no longer
5 referring to the sale of the Mosler and you're just
6 referring to general actions taken?

7 Q. (BY MR. YURCHAK) Yeah.

8 A. I don't recall any specific actions taken.

9 (Exhibit No. 15 marked
10 for identification.)

11 Q. Are you able to identify this document?

12 A. It reads, "Durable Power of Attorney For
13 Asset Management," and I can't confirm without looking
14 at the original, but it looks like a Durable Power of
15 Attorney.

16 Q. Does it look -- do you recognize it as being
17 similar to what you referred to as the original
18 document?

19 A. I have no idea. I couldn't tell you.

20 Q. Do you recall ever receiving a signed copy of
21 a -- of Mark's power of attorney?

22 A. I don't recall.

23 (Exhibit No. 16 marked
24 for identification.)

25 Q. Okay. I'll jump back to another question I'd

1 asked some time ago. Exhibit 16, is this a document
2 that you recognize?

3 A. No, I don't think so.

4 Q. Do you know who Yvonne Phillips is?

5 A. I think it's Mark's sister.

6 Q. And you're currently represented by the firm
7 of Foster Pepper, if I'm not mistaken?

8 A. Mm-hm (answers affirmatively).

9 Q. In this declaration of Yvonne Phillips, on
10 page 2, letter "n" and "o" -- first of all, I should
11 refer to paragraph 2. Yvonne Phillips declares that she
12 received from the office of Foster Pepper one box
13 containing the following items.

14 Did you recently provide a box of items, with the
15 intent that it be turned over to Mark Phillips, to the
16 offices of Foster Pepper?

17 A. I did.

18 Q. And where had that box been kept?

19 A. It wasn't kept. I simply went through the
20 house upon all of this litigation to collect up anything
21 that didn't belong to us and belonged to Mark, and I put
22 it in a box.

23 Q. Okay. And is there anything remaining in
24 your house that does belong to Mark?

25 A. Nope.

1 Q. Is there any furniture that may belong to
2 Mark?

3 MR. WEYTHMAN: Objection. Asked and
4 answered.

5 Q. (BY MR. YURCHAK) That you still possess?

6 A. No.

7 Q. And I had a question about -- when you look
8 at this list that's -- of items that's in this
9 declaration, does this list look like it accurately
10 reflects the items that were in the box and turned over
11 to Foster Pepper?

12 A. With a quick scan through it does.

13 Q. So going back to "n" and "o," you identified
14 a file folder in that box labeled, "LLC Operating
15 Agreement." Do you have any explanation about why that
16 file folder was empty?

17 A. I don't have an explanation for anything on
18 this document.

19 Q. Why is that?

20 A. Because I didn't -- I'm not familiar with
21 these items other than I collected them and put them in
22 a box.

23 Q. How long were they in your possession?

24 A. I'd imagine from the time that Mark came into
25 our home until the time that I put them in the box.



1 Q. Okay. So we're talking around 2010?

2 A. Yeah.

3 Q. And they weren't already in a box?

4 A. Some things were in one of our desk drawers.

5 I found a pack of cigarettes in a drawer downstairs.

6 Q. How did you know they belonged to Mark?

7 A. Because they didn't belong to us and he
8 smoked those cigarettes. I essentially just cleansed
9 through all of our files. I'm fairly organized on
10 documents, and anything that -- well, to better answer
11 your question, as I was organizing each HPV stuff, I
12 believe some of these things were pulled from HPV stuff
13 to be Mark's stuff, and I think that's why they went
14 into the box.

15 Q. How did you make that determination with
16 respect to what was property of HPV and what was
17 property of Mark?

18 A. I did the best I could with what I knew.

19 Q. Okay. So you don't recognize -- on that file
20 folder you didn't recognize LLC Operating Agreement as
21 having anything to do with Hunts Point Ventures?

22 A. I guess not if I didn't put it in Hunts Point
23 Ventures' box. I put it in Mark's box.

24 Q. Sure. And in the entry below it, under "o,"
25 the "HP Intellectual Properties," that likewise was an

1 empty file folder?

2 A. I guess so.

3 Q. And if you put it in Mark's box, does that
4 mean you did not interpret that as having any relevance
5 or relationship to Hunts Point Ventures?

6 A. It was an empty file folder. There was a
7 bunch of Mark's office supplies that were there, that
8 just were in a pile, and there were some empty file
9 folders, so I scooped them all up together and put them
10 in the box.

11 Q. How were those two folders labeled?

12 A. I have no idea.

13 Q. You don't remember if it was handwritten or
14 printed?

15 A. I don't know.

16 Q. But they were labeled as indicated?

17 A. I can't even confirm that. I don't know.

18 Q. And why is that?

19 A. Because I didn't take to memorizing all the
20 shit I put in the box. I just picked it up and put it
21 in the box. It wasn't mine. It didn't belong to me. I
22 didn't know what it was. I didn't recognize it as being
23 something that we had used with HPV, so I put it in
24 Mark's box.

25 (Exhibit No. 17 marked

Page 210

1 for identification.)

2 Q. Have you ever seen Exhibit 17 that's been
3 placed in front of you before?

4 A. I don't think so.

5 Q. Do you -- in Exhibit 1, this document is
6 listed as being included in the items that were received
7 to Foster Pepper from you.

8 A. Okay.

9 Q. Does that help --

10 A. No. I mean --

Q. -- to refresh your recollection?

12 A. That's entirely possible. I didn't know each
13 of those documents by heart, and I don't believe I've
14 ever seen this.

15 Q. So you're unable to say how you came into
16 possession of that document?

17 MR. WEYTHMAN: Objection. Assumes facts
18 not in the record.

19 THE WITNESS: I can't even say I assume
20 I had possession of this document.

21 MR. YURCHAK: Okay. Maybe we could take
22 a short break.

23 MR. WEYTHMAN: Sure.

24 (Recess 4:35 to 4:43 p.m.)

25

1

(Exhibit No. 18 marked
for identification.)

4 EXAMINATION (Continuing)

5 BY MR. YURCHAK:

6 Q. I think I'm just going to ask you about this
7 one last document. Can you identify the document,
8 Exhibit 18?

9 A. It appears to be a general ledger. I'm
10 assuming it came either from one of the many
11 spreadsheets I was working on or -- I don't know if it
12 came from Clark Nuber. I'm not sure.

13 Q. Is this a copy of something that you would
14 ever have provided to Mark Phillips?

15 A. He gave me a key fob at my mom's house that
16 day that we were together in the fall of 2012, and I did
17 give him access to the general ledger I was working on.

18 Q. Okay. I noticed the date on that document to
19 be February of 2013.

20 A. Yeah. I have no idea where this document
21 came from or whose it is or who generated it. I don't
22 know anything about this document, so I have no comment
23 for that date.

24 Q. Is it safe to assume that you had a number of
25 different versions at different points in time?

1 A. There were different versions, as we were
2 working to classify transactions.

3 Q. Okay.

4 A. But I don't even know that this is one of
5 them. I mean, I don't know.

6 Q. Why is that?

7 A. Well, how would I know?

8 Q. How would you know if that's one of the
9 versions?

10 A. Right.

11 Q. I guess that's my question to you. Would you
12 be able to recognize one of the versions that you -- of
13 the ledger that you had been working on?

14 A. I definitely could not verify that. I mean,
15 it looks familiar. There's similar names and
16 transactions and information that's very familiar, but I
17 could never say that this was the document I was working
18 on.

19 Q. Okay. I'm sorry. Trying to refer back to a
20 prior exhibit, which were your second set of notes. It
21 was 13. It was Exhibit 13. Is that the second set of
22 notes?

23 A. Thirteen?

24 Q. If I could refer you to page 9.

25 A. Mine only goes to five. I may have shuffled

1 it around. I'm going to assume that this part goes to
2 this. The first line on page 9 is 2010-2, "Mod Lawsuit
3 Expense."

4 Q. That's correct. So looking at the paragraph,
5 if you will, below that, starting with "Goal," when you
6 read through there, to do a joint shareholder consent by
7 Wednesday, to appoint Mark on the BOD, what is BOD in
8 reference to?

9 A. Well, you have to put this in context. These
10 notes were taken November 11th, 2012. These are my notes
11 from my conversation. It says, "Chad, Mark, Elizabeth
12 phone conference for purpose of defining past financial
13 transactions." So it appears we had a meeting with Mark
14 on the phone to attempt to define "past financial
15 transactions." And then we made a list of actionable
16 items from that conversation.

17 Q. Uh-huh.

18 A. Okay.

19 Q. Okay.

20 A. So now moving onto your question. I'm sorry,
21 your question was? Appoint Mark on the BOD?

22 Q. Yeah.

23 A. And you asked me what "BOD" means?

24 Q. Yeah.

25 A. Board of Directors.



1 Q. Was that one of the actionable items to be
2 done?

3 A. Well, you have to be careful of saying "be
4 done." That was an actionable item that we discussed.

5 Q. That was an actionable item that was
6 discussed on that day, November 11th, 2012?

7 A. Correct.

8 Q. Page 9, down below, "Questions for John."
9 Looks as if you had some discussion on November 11, and
10 you needed to follow up with John; is that right?

11 A. Correct.

12 Q. One of those things to follow up on was,
13 "Mark brings up 5M owed from MOD contract." Do you
14 recall following up with John about that item?

15 A. I recall the conversation with Mark where he
16 claims that that's what he believes to be true. And I
17 recall that we needed to have that discussion, but I
18 don't recall the actual discussion. And I think that
19 perhaps it might not have even happened because perhaps
20 it was going to happen at our meeting that didn't go
21 well.

22 Q. Do you recall any discussion with John Du
23 Wors about a five million dollar contract that existed
24 with Mark as a signee/signor?

25 A. I don't recall that discussion with John.



1 Q. Okay.

2 (Exhibit No. 19 marked
3 for identification.)

4 Q. (BY MR. YURCHAK) Last exhibit. I usually
5 like whole numbers, so I may have to find one more to
6 get to 20, but do you recognize this exhibit?

7 A. Sadly enough, I don't.

8 (Exhibit No. 20 marked
9 for identification.)

10 Q. Do you recognize Exhibit 20?

11 A. I see that it appears to be a bank statement
12 from Bank of America, but do I recognize it? I can't
13 say that I do.

14 Q. Are you -- you stated earlier that you opened
15 up an account for Hunts Point Ventures, opened up a bank
16 account for Hunts Point Ventures?

17 A. Chad opened up a bank account for Hunts Point
18 Ventures.

19 Q. Do you recall who has signing authority on
20 that account?

21 MR. WEYTHMAN: Objection. Calls for
22 legal conclusion.

23 THE WITNESS: I don't know.

24 Q. (BY MR. YURCHAK) Did you ever transact any
25 business through that account on behalf of Hunts Point



1 Ventures?

2 MR. WEYTHMAN: Objection. Vague.

3 THE WITNESS: The simple answer is I
4 don't recall.

5 Q. (BY MR. YURCHAK) Do you see at the top of
6 that document the account holders for Hunts Point
7 Ventures?

8 A. Mm-hm (answers affirmatively). I do.

9 Q. But you don't recognize that account
10 statement as being from the account for Hunts Point
11 Ventures; is that correct?

12 A. I'm not sure that I ever even opened Bank of
13 America envelopes. I think they went to Chad's desk.

14 Q. So with reference to Exhibit 19, did you ever
15 see this check that is displayed on that exhibit?

16 A. I can't confirm that I have.

17 Q. Have you ever seen checks written by Sandy
18 Hoover before?

19 A. Yes.

20 Q. Does this check No. 6002 appear to be from
21 the checks you recall previously that are associated
22 with Sandy Hoover?

23 MR. WEYTHMAN: Objection. Vague.

24 Ambiguous.

25 THE WITNESS: It looks like her



1 handwriting.

2 Q. (BY MR. YURCHAK) Okay. Does the font of her
3 name and address in the upper left-hand corner look
4 familiar to you?

5 A. No.

6 Q. And do you note in the memo line where it
7 says "note secured"?

8 A. I do.

9 Q. Does that appear to be her handwriting?

10 MR. WEYTHMAN: Objection. Asks for
11 expert opinion.

12 Q. (BY MR. YURCHAK) Do you recognize that as her
13 handwriting?

14 A. I recognize the top two lines as her
15 handwriting and her signature as her handwriting. I
16 recognize the date as her handwriting. The note looks
17 very similar, but I couldn't -- I can't say.

18 Q. And do you -- do you agree that the check's
19 made out for \$20,000?

20 A. I do.

21 Q. And it's made out to Hunts Point Ventures,
22 Inc.?

23 A. Yes.

24 Q. And the date of the check is December 6th of
25 2012?



Page 218

1 A. Yes.

2 Q. And on this exhibit, the checking account
3 number ending in 9321, does that account number
4 correspond with the bank account statement of Exhibit
5 20?

6 A. Yes.

7 Q. Does it appear as if \$20,000 was deposited
8 into the Hunts Point Ventures' bank account of Bank of
9 America?

10 MR. WEYTHMAN: Objection. Calls for
11 speculation.

12 Q. (BY MR. YURCHAK) I'm sorry? What was your
13 answer?

14 A. It appears the deposit for \$20,000 was made.

15 Q. On what day?

16 A. I can't say. It just says "statement
17 period." Wow, sorry. Posted January 29th.

18 Q. Do you know why the check for Ms. Hoover is
19 dated on 12/6/12, but deposited on 1/29/13?

20 MR. WEYTHMAN: Objection. Calls for
21 speculation. Assumes facts not in the record. Lack of
22 foundation as to both documents.

23 THE WITNESS: I don't know.

24 MR. YURCHAK: I think we can go off the
25 record. We're done. Thank you.



1 THE COURT REPORTER: Is this going to be

2 ordered?

3 MR. YURCHAK: (Nods head affirmatively.)

4 Did you want to review?

5 MR. WEYTHMAN: Please.

6 (Deposition concluded at 4:59 p.m.)

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

Page 220

1

D E C L A R A T I O N

2

3

4

5 I declare under penalty of perjury that
6 I have read my within deposition, and the same is true
7 and accurate, save and except for the changes and/or
8 corrections, if any, as indicated by me on the
9 Correction Sheet.

10

11 Dated this _____ day of _____, 2014,

12

13 at _____ (city/state).

14

15

16

17

18

19

30

21

22

2

MS
W

1

C E R T I F I C A T E

2 STATE OF WASHINGTON)
3 COUNTY OF KING) SS.

4 I, the undersigned Washington Certified Court
5 Reporter, pursuant to RCW 5.28.010 authorized to
administer oaths and affirmations in and for the State
of Washington, do hereby certify:

6 That the annexed and foregoing deposition
7 consisting of pages 1 through 219 of the testimony of
each witness named herein was taken stenographically
before me and reduced to typed format under my
8 direction;

9 I further certify that according to CR 30(e) the
witness was given the opportunity to examine, read and
sign the deposition after the same was transcribed,
unless indicated in the record that the review was
11 waived;

12 I further certify that all objections made at the
time of said examination to my qualifications or the
manner of taking the deposition or to the conduct of any
part have been noted by me upon each said deposition;
14

15 I further certify that I am not a relative or
employee of any such attorney or counsel, and that I am
16 not financially interested in the said action or the
outcome thereof;

17 I further certify that each witness before
examination was by me duly sworn to testify the truth,
the whole truth and nothing but the truth.

18 I further certify that the deposition, as
transcribed, is a full, true and correct transcript of
the testimony, including questions and answers, and all
objections, motions, and exceptions of counsel made and
taken at the time of the foregoing examination and was
prepared pursuant to Washington Administrative Code
308-14-135, the transcript preparation format
guidelines;

24 I further certify that I am sealing the
deposition in an envelope with the title of the above
25 cause and name of the witness visible, and I am



Page 222

1 delivering the same to the appropriate authority;

2 I further advise you that as a matter of firm
3 policy, the Stenographic notes of this transcript will
4 be destroyed three years from the date appearing on this
Certificate unless notice is received otherwise from any
party or counsel thereto on or before said date;

5 IN WITNESS WHEREOF, I have hereunto set my hand
and affixed my official seal this 26th day of March,
6 2014.

7

8

9

10 KELLIE A. SMITH, CCR, RPR, CRR
11 Washington State Certified Court
Reporter
License No. 1950

12

13

14

15

16

17

18

19

20

21

22

23

24

25



Page 223

1 MARK PHILLIPS,)
2 Plaintiff,)
3 vs.) No. 13-2-07233-5
4 CHAD and ELIZABETH RUDKIN,)
5 STEPHEN JAMES SCHWEICKERT,) SEA
and JOHN and JANE DOES 1) NOTICE OF READINESS
THROUGH 4,) OF DEPOSITION FOR
6 Defendants.) READING AND SIGNING
7

8 TO: RYLAN S. WEYTHMAN
9 Attorney at Law
1111 Third Avenue
Suite 3400
10 Seattle, Washington 98101

11
12 NOTICE IS HEREBY GIVEN that the transcript of your
deposition given in the above entitled cause is ready
for your reading and signing at MOBURG, SEATON &
13 WATKINS, 2033 SIXTH AVENUE, SUITE 826, SEATTLE, WA
98121. You must, within 30 days from the date of the
14 notice, read and sign the deposition or state in writing
your refusal to sign, or state in writing the fact that
15 you waive your right to sign. Failing to do so,
signature shall be deemed for all purposes waived, and
16 your deposition will be sent to the ordering party for
retention until time of trial. DATED at Puyallup,
17 Washington, this 26th day of March, 2014

18

19 BY: KELLIE A. SMITH, RPR, CRR
20 Moburg, Seaton & Watkins
Court Reporters (206) 622-3110
21 2033 Sixth Avenue, Suite 826
Seattle, Washington 98121

22

23 cc: R. Yurchak

24

25



Page 224

1 MOBURG, SEATON & WATKINS
2 COURT REPORTERS
2033 SIXTH AVENUE
SUITE 826
3 SEATTLE, WA 98121
(206) 622-3110
4

5 PLEASE MAKE ALL CHANGES OR CORRECTIONS ON THIS SHEET,
6 SHOWING PAGE, LINE, AND REASON, IF ANY. SIGN THIS SHEET
AND SIGN THE ACCOMPANYING SIGNATURE PAGE (DECLARATION).
7

8 PAGE LINE CORRECTION AND REASON

9

10

11

12

13

14

15

16

17

18

19

20

21

22

ELIZABETH RUDKIN

23 Date taken: March 19, 2014

24

25 REPORTER: KELLIE A. SMITH, RPR, CRR





Date: 5-2-14

To: Reed Yurchak

Law Office of Reed Yurchak

40 Lake Bellevue Drive #100

Bellevue, WA 98005

In Re: Phillips v. Rudkin

Deposition(s) of: Elizabeth Rudkin 3-19-14

Enclosed is your transcript for review. Make changes on the correction sheet, sign the correction sheet and signature page and return both pages to Moburg Seaton & Watkins within thirty days.

An E-Transcript has been transmitted to you and we are enclosing Exhibits Nos. _____.

Enclosed is the original transcript(s) of the above-named deponent(s) for your retention until time of trial.

Deponent(s) waived the right to read and sign.

Signature page/correction sheet has not been received.

Signature page/correction sheet is enclosed.

Sincerely,
Moburg, Seaton & Watkins

By: Kellie Smith

Cc: Rylan Weythman

March 19, 2014

PHILLIPS vs. RUDKIN

Elizabeth Rudkin

Page 224

1 MOBURG, SEATON & WATKINS
2 COURT REPORTERS
2 2033 SIXTH AVENUE
SUITE 826
3 SEATTLE, WA 98121
(206) 622-3110

4

5

PLEASE MAKE ALL CHANGES OR CORRECTIONS ON THIS SHEET,
SHOWING PAGE, LINE, AND REASON, IF ANY. SIGN THIS SHEET
AND SIGN THE ACCOMPANYING SIGNATURE PAGE (DECLARATION).

7

	PAGE	LINE	CORRECTION AND REASON
9	37	9	Replace "with" with "without" due to obvious mistatement.
11	112	10	Remove "to" as error.
12	117	14-15	Replace "documents on that" with "document's authentic" as error.

14

15

16

17

18

19

20

21

22

/s/Elizabeth A. Rudkin, 4-25-2014

ELIZABETH RUDKIN

23

Date taken: March 19, 2014

24

25

REPORTER: KELLIE A. SMITH, RPR, CRR

March 19, 2014

PHILLIPS vs. RUDKIN

Elizabeth Rudkin

Page 220

1

D E C L A R A T I O N

2

3

4

5 I declare under penalty of perjury that
6 I have read my within deposition, and the same is true
7 and accurate, save and except for the changes and/or
8 corrections, if any, as indicated by me on the
9 Correction Sheet.

10

11 Dated this 25th day of April, 2014,

12

13 at Bonney Lake, Washington.

14

15

16

17

/s/Elizabeth A. Rudkin

18

ELIZABETH RUDKIN

19

20

21

22

23

24 KELLIE A. SMITH, CCR, RPR, CRR

25 Court Reporter